



# भारत का राजपत्र The Gazette of India

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सं. 37] नई दिल्ली, सितम्बर 10—सितम्बर 16, 2023, शनिवार/भाद्र 19—भाद्र 25, 1945  
No. 37] NEW DELHI, SEPTEMBER 10—SEPTEMBER 16, 2023, SATURDAY/BHADRA 19—BHADRA 25, 1945

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

विदेश मन्त्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 6 सितम्बर, 2023

का.आ. 1408.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, ज़ांजीबार में श्री लोकेश कुमार मीणा, सहायक अनुभाग अधिकारी को दिनांक 06 सितम्बर 2023 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी.4330/1/2023(30)]

एस.आर.एच. फहमी निदेशक (सीपीवी-1)

**MINISTRY OF EXTERNAL AFFAIRS****(CPV Division)**

New Delhi, the 6th September, 2023

**S.O. 1408.**—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Lokesh Kumar Meena, Assistant Section Officer in the Consulate General of India, Zanzibar, as Assistant Consular Officer to perform Consular services with effect from September 6, 2023.

[F. No.T.4330/01/2023(30)]

S.R.H FAHMI, Director (CPV-I)

**कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय****(कार्मिक और प्रशिक्षण विभाग)**

नई दिल्ली, 28 अगस्त, 2023

**का. आ. 1409.**—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गोवा राज्य सरकार की अधिसूचना सं. 30/01/2015-सीबीआई/एचडी(जी)/975, दिनांक 30.03.2023, गृहविभाग (सामान्य), सचिवालय, पोर्वोरिम के माध्यम से जारी सम्मति से, दिनांक 07.09.2022 को दर्ज दिल्ली विशेष पुलिस स्थापना (सीबीआई) मामला आरसी2212022ई0045/सीबीआई/ईओ-III/नई दिल्ली के संबंध में भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 376, सूचना प्रौद्योगिकी अधिनियम, 2000 (2000 का 21) की धारा 67बी और लैंगिक अपराधों से बालकों का संरक्षण अधिनियम, 2012 (2012 का 32) के अंतर्गत किए गए अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरण और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (दिनांक 07.09.2022 से कार्योत्तर प्रभाव से) समस्त गोवा राज्य में करती है।

[फा. सं. 228/43/2023-एवीडी-II)

संजय कुमार चौरसिया, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS****(Department of Personnel and Training)**

New Delhi, the 28th August, 2023

**S.O. 1409.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Goa, issued vide Notification No.30/01/2015-CBI/HD(G)/975 dated 30.03.2023, Department of Home (General), Secretariat, Porvorim, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 07.09.2022) to the whole State of Goa for investigation into the offence(s) under section 376 of the Indian Penal Code, 1860 (45 of 1860), section 67B of the Information Technology Act, 2000 (21 of 2000) and the Protection of Children from Sexual Offences Act, 2012 (32 of 2012) regarding the Delhi Special Police Establishment (CBI) case RC2212022E0045/CBI/EO-III/New Delhi registered on 07.09.2022 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/43/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 4 सितम्बर, 2023

**का.आ. 1410.**—केन्द्र सरकार एतद् द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अपराधों को दिल्ली विशेष पुलिस स्थापना के सदस्यों द्वारा भी अन्वेषण किए जाने के लिए विनिर्दिष्ट करती है, नामतः:-

- (क) “संप्रतीक और नाम (अनुचित प्रयोग निवारण) अधिनियम, 1950 (1950 का 12)” के तहत दण्डनीय अपराध;
- (ख) उपर्युक्त अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध(धों)।

[फा. सं. 228/48/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 4th September, 2023

**S.O. 1410.**—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences which are also to be investigated by the members of the Delhi Special Police Establishment, namely :-

- (a) Offence punishable under “The Emblems and Names (Prevention of Improper Use) Act, 1950 (Act 12 of 1950)”;
- (b) Any attempt, abetment and/or conspiracy, in relation to or in connection with above mentioned offence(s) and/or for any other offence(s) committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/48/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 6 सितम्बर, 2023

**का.आ. 1411.**—केन्द्र सरकार, एतद् द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए झारखंड राज्य सरकार द्वारा अधिसूचना सं. 10/सीबीआई-410/2023-3753/रांची, दिनांक 16.08.2023, गृह, कारागार एवं आपदा प्रबंधन विभाग, रांची के माध्यम से जारी सम्मति से, धारा 13(2) सपठित धारा 13(1)(ई) (जैसा कि भ्रष्टाचार निवारण अधिनियम, 1988 में संशोधन से पूर्व प्रावधान था) तथा वर्तमान में भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (2018 के अधिनियम 16 द्वारा यथासंशोधित) की सादृश्य धारा 13(2) सपठित धारा 13(1)(बी) के तहत कथित तौर पर श्री रत्नाकर मलिक, क्षेत्र कार्मिक प्रबन्धक, ब्लॉक-II क्षेत्र, बीसीसीएल, धनबाद द्वारा बीसीसीएल धनबाद में विभिन्न क्षमताओं में सेवा करते समय आशयपूर्वक एवं अवैध तरीके से स्वयं को समृद्ध करने तथा उनकी आय के ज्ञात स्रोतों से अधिक गैर-आनुपातिक संपत्ति अर्जित करने से जुड़े अपराध(धों) का अन्वेषण करने तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त झारखंड राज्य में करती है।

[फा. सं. 228/51/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 6th September, 2023

**S.O. 1411.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification No.-10/C.B.I.-410/2023-3753/Ranchi dated 16.08.2023, Home, Prisons and Disaster Management Department, Ranchi, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Jharkhand for investigation into the offence(s) under section 13(2) r/w section 13(1)(e) (as stood before amendment to the Prevention of Corruption Act, 1988) and presently corresponding section 13(2) r/w section 13(1)(b) of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018) alleged to have been committed by Shri Ratnakar Mallick, Area Personnel Manager, Block-II Area, BCCL, Dhanbad pertaining to intentionally and illicitly enriched himself while serving in different capacities in BCCL Dhanbad and acquired property disproportionate to his known sources of income and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/51/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 6 सितम्बर, 2023

**का.आ. 1412.**—केन्द्र सरकार, एतद द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान राज्य सरकार की अधिसूचना संख्या एफ.19(24)गृह-5/2023, दिनांक 02.06.2023, गृह (गृ.-V) विभाग, जयपुर के माध्यम से जारी सम्मति से, राष्ट्रीय बीज निगम, भरतपुर, राजस्थान को दोषपूर्ण हानि पहुंचाने के लिए (1) श्री कृष्ण पाल, तत्कालीन क्षेत्रीय प्रबंधक, राष्ट्रीय बीज निगम, भरतपुर, राजस्थान (कृषि मंत्रालय, नई दिल्ली के तहत भारत सरकार का प्रतिष्ठान), (2) राष्ट्रीय बीज निगम, भरतपुर के अन्य अज्ञात अधिकारियों और अन्य अज्ञात गैर-सरकारी व्यक्तियों द्वारा भारतीय दंड संहिता (1860 की 45) की धारा 120बी सपठित धाराएं 409, 420, 471 और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (वर्ष 2018 का अधिनियम 16 द्वारा यथा संशोधित) की धारा 7 और 13(1)(ए) के तहत किए गए अभिकथित अपराध(धों) के संबंध में श्री संजीत कुमार सिन्हा, मुख्य सतर्कता अधिकारी (सीवीओ), राष्ट्रीय बीज निगम, नई दिल्ली की शिकायत संख्या एनएससी/विज./6 (101-जे) /2022/ दिनांक 07.05.2022 से जुड़े अपराध(धों) का अन्वेषण करने तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त राजस्थान राज्य में करती है।

[फा. सं. 228/52/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 6th September, 2023

**S.O. 1412.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Rajasthan, issued vide Notification No. F.19(24)Home-5/2023, dated 02.06.2023, Home (Gr.-V) Department, Jaipur, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Rajasthan for investigation into the offence(s) under section 120B r/w sections 409, 420, 471 of the Indian Penal Code (45 of 1860) and sections 7 and 13(1)(a) of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018) alleged to have been committed by (1) Shri Krishan Pal, the then Area Manager, National Seeds Corporation, Bharatpur, Rajasthan (a Govt. of India concern under Ministry of Agriculture, New Delhi), (2) other unknown Officials of National Seeds Corporation, Bharatpur and other unknown Private Persons pertaining to complaint No. NSC/Vig/6 (101-J) /2022/ dated 07.05.2022 of Shri Sanjeet Kumar Sinha, Chief Vigilance Officer (CVO), National Seeds Corporation, New Delhi for causing wrongful loss to National Seeds Corporation, Bharatpur, Rajasthan, and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/52/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 6 सितम्बर, 2023

**का.आ. 1413.**—केन्द्र सरकार, एतद द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तमिलनाडु राज्य सरकार की अधिसूचना सं. जी.ओ.(एमएस.)सं.571, दिनांक 14.12.2021, गृह (नागरिकता-II) विभाग के माध्यम से जारी सम्मति से अपराध शाखा सीआईडी, तंजावुर पुलिस थाना में भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 420 और 468 के तहत दिनांक 29.09.2020 को दर्ज मामला अपराध/एफआईआर सं. 01/2020 {मूल मामला भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 420 एवं 468 के तहत तंजावुर डीसीबी अपराध सं. 5/2020} से संबंधित अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तमिलनाडु राज्य में करती है।

[फा. सं. 228/64/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 6th September, 2023

**S.O. 1413.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Tamilnadu, issued vide Notification No. G.O.(Ms.)No.571 dated 14.12.2021, Home (Citizenship-II) Department, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Tamilnadu for investigation into the offence(s) relating to case Crime/FIR No. 01/2020 dated 29.09.2020 registered at Crime Branch CID, Thanjavur Police Station under sections 420 and 468 of the Indian Penal Code, 1860 (45 of 1860) {Mother Case Thanjavur DCB Crime No. 5/2020 under sections 420 and 468 of the Indian Penal Code, 1860 (45 of 1860)} and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/64/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

**आयुष मंत्रालय**

नई दिल्ली, 5 सितम्बर, 2023

**का.आ. 1414.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम (10) के उप-नियम (4) के अनुकरण में, आयुष मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय, जिसके शतप्रतिशत अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:-

**1. क्षेत्रीय होम्योपैथिक अनुसंधान संस्थान, शिमला**

[फा. सं. ई. 11011/3/2019 (रा.भा.)]

सत्यजीत पॉल, उप महानिदेशक

**MINISTRY OF AYUSH**

New Delhi, the 5th September, 2023

**S.O. 1414.**—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office under the administrative control of the Ministry of Ayush, wherein 100% officers/employees have acquired the working knowledge of Hindi:

**1. Regional Research Institute for Homoeopathy, Shimla.**

[F. No. E.11011/3/2019 (O.L.)]

SATYAJIT PAUL, Dy. Director General

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1415.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **स्टेट बैंक ऑफ इंडिया** के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (48/2012) प्रकाशित करती है।

[सं. एल-12012/16/2012-आई आर (बी-1)]

सलोनी, उप निदेशक

**MINISTRY OF LABOUR**

New Delhi, the 11th September, 2023

**S.O. 1415.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 48/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/16/2012-IR(B.I)]

SALONI, Dy. Director

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD****Present :** Sri Irfan Qamar, Presiding OfficerDated the 10<sup>th</sup> day of July, 2023**INDUSTRIAL DISPUTE No. 48/2012****Between:**

Sri V. Joseph Babu,

R/o H.No.5-24/26/2, Pedesanipet,

Itanagar, Tenali.

Guntur District.

.....Petitioner

AND

1. The Branch Manager,

State Bank of India,

BRP Branch, Governorpet,

Vijayawada – 002.

2. The Asst. General Manager,

State Bank of India,

Zonal Office, Admn. Unit,

Suryaraopet,

Vijayawada.

... Respondent

**Appearances:**

For the Petitioner : Sri Ch. Indrasena Reddy, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

**AWARD**

The Government of India, Ministry of Labour by its order No. L-12012/16/2012-IR(B-I) dated 27.7.2012 referred the following dispute between the management of State Bank of India and their workman under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal. The reference is,

**SCHEDULE**

“Whether the action the management of State Bank of India, Vijayawada in terminating the services of Sri V. Joseph Babu, w.e.f. 11.11.2008 is legal and justified? To what relief the workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 48/2012 and notices were issued to the parties. A ‘Nil Award’ was passed vide order dated 26.6.2014 due to non-appearance of the Petitioner, which was reopened later vide order dated 16.2.2016.

2. Petitioner filed his claim statement challenging the oral order of termination dated 11.11.2008. Respondent filed counter. But Petitioner has not substantiated his claim by adducing any evidence, although sufficient number of opportunities have been provided to him.

3. Perusal of the docket reveals that Petitioner is not putting his presence in this ID since 2020. It thus becomes crystal clear that the petitioner do not want to prosecute his case. Therefore, Petitioner’s case is dismissed for non-prosecution. As such, a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 10<sup>th</sup> day of July, 2023.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the  
Petitioner

NIL

Witnesses examined for the  
Respondent

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1416.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन रेयर अर्थस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और मिनरल्स वर्कर्स यूनियन; कन्याकुमारी डिस्ट्रिक्ट मिनरल्स वर्कर्स यूनियन; आईआरइ मिनरल्स थोड़ाहिलालार मुम्मतरा संगम के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं. 31/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल-29011/07/2020-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1416.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2020) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to

**M/s Indian Rare Earths Ltd. and Minerals Workers Union; Kanyakumari District Minerals Workers Union; IRE Minerals Thozhilalar Mumtara Sangam** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-29011/07/2020-IR(M)]

D. K. HIMANSHU, Under Secy.

### ANNEXURE

**BEFORE THE CGIT-CUM-LABOUR COURT & EPF APPELLATE TRIBUNAL, CHENNAI**

**ID No. 31/2020**

**Present: Dipti Mohapatra, LL.M., Presiding Officer**

**Date: 19.06.2023**

1. The General Secretary  
Minerals Workers Union  
C/o Indian Rare Earths Ltd.  
Manavalakurichi  
Distt. Kanyakumari  
Pin Code-629252 : First Petitioner Union
2. The President  
Kanyakumari District Minerals Workers  
Union  
C/o Indian Rare Earths Ltd.  
Manavalakurichi  
Distt. Kanyakumari-629252 : Second Petitioner Union
3. The General Secretary  
IRE Minerals Thozhilalar Munnetra  
Sangam  
C/o Indian Rare Earths Ltd.  
Manavalakurichi  
Distt. Kanyakumari-629252 : Third Petitioner Union

### AND

The Depot Manager  
M/s Indian Rare Earths Ltd.  
Manavalakurichi  
District Kanyakumari-629252 : Second Party Respondent

### Appearance:

For the Petitioner Unions : None  
For the Respondent : Advocates, M/s Gupta & Ravi

### AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-29011/7/2020-IR (M) dtd. 24.08.2020 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:



*“Whether the demand of the Union in awarding punishment of “Censure” without an enquiry thus depriving promotion, consequent loss to S/Sri P. Paulraj, P. Chinna Nadar, G. Gems Leo, S. Mariadhas, A. George, M. Kannan, N. Jebamony, M. Jalal But Singh, N. Subramanian, C. Samuel Raj and S. Armore is legal and justified? If not, to what relief these workmen are entitled?”*

2. On receipt of the reference of schedule from the appropriate Government, the same is registered as ID No. 31/2020 and due notices were issued to both the parties for their appearance, fixing the case to 15.12.2020. The Petitioner did not turn up whereas the Second Party Respondent represented through its Counsel to file Vakalatnama and Counter Statement. He also files a Memo to club up the ID Case 33/2020 with the instant ID of 31/2020. Since the First Party Petitioner Unions were yet to appear, the submission of the Respondent to club up the case, the matter was kept for hearing on the next date. The case was listed for appearance of the Petitioner to 18.03.2021. None of the Petitioner Unions turned up resulting further adjournments till 18.01.2022 intervening 5 adjournments. Due to non-appearance of the First Party Unions, no order was passed to club up the ID 33/2020 with the instant case in view of the Memo filed by the Respondent. Though the case was listed to 18.01.2022 and the Respondent though represented through its Counsel, none on behalf of the Petitioner Unions was present on repeated calls. The case was accordingly listed to 31.01.2022 as last chance. None of the Petitioner Unions represented on that day resulting further adjournment to 04.03.2022 and 28.04.2022. The Respondent represented through its Counsel but none of the Petitioner Unions represented through Counsel or any Authorized Representative. No Petition for extension of time was filed by any of the Petitioner Union. However, for the interest of justice, the case was kept later for the same purpose. Even during the second hour i.e. after lunch break, the parties were called for appearance. The Respondent represented through its Counsel whereas on repeated calls, none of the Petitioner Union appeared. The Counsel on behalf of the Respondent was present and raises objection to re-schedule the case to any other date but to dispose of the same in accordance to Law.

It appears that even if for the interest of justice the Tribunal suo-moto afforded sufficient opportunities to the Petitioner Unions, there was no progress in the proceeding due to the non-cooperation of the Petitioner. The non-appearance and non-participation in the proceeding by the Petitioner Unions, constrained the Tribunal not to repost the proceeding to any other date for the same purpose as much as it deems that none of the Petitioner Unions has got any interest to proceed with the case. Thus, the case is liable for dismissal for default and need to be disposed of in accordance to Law. The case was accordingly reserved for final order. Needless to mention that till the date neither any of the Authorized Representative of the Petitioner Unions or Counsel appeared before this Tribunal nor any Petition has been filed for extension of time.

In view of the discussion held in preceding paragraph, it deems there exists no dispute for adjudication as referred by the Appropriate Government.

In the result the reference is answered against the Petitioner Unions.

The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1417.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन रेयर अर्थ्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और मिनरल्स वर्कर्स यूनियन; कन्याकुमारी डिस्ट्रिक्ट मिनरल्स वर्कर्स यूनियन; आईआरई मिनरल्स थोझहिलालार मुम्मतरा संगम के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.-33/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल-29011/07/2020-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1417.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 33/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Rare Earths Ltd. and Minerals Workers Union; Kanyakumari District Minerals Workers Union;**

D. K. HIMANSHU, Under Secy.

For the Petitioner Unions	:	None
For the Respondent	:	Advocates, M/s Gupta & Ravi

**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-29011/7/2020-IR (M) dtd. 24.08.2020 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

*“Whether the demand of the Union in awarding punishment of “Censure” without an enquiry thus depriving promotion, consequent loss to S/Sri P. Paulraj, P. Chinna Nadar, G. Subramanian, C. Samuel Raj and S. Armoose is legal and justified? If not, to what relief these workmen are entitled?”*

2. On receipt of the reference of schedule from the appropriate Government, the same is registered as ID No. 33/2020 and due notices were issued to both the parties for their appearance, fixing the case to 15.12.2020. None of the Petitioner Unions turn up whereas the Second Party Respondent represented through its Counsel and filed Vakalatnama in ID 31/2020 also files a Memo to club up the instant ID 33/2020 with the ID 31/2020. Since the First Party Petitioner Unions were yet to appear in ID 31/2020, the oral submission of the Respondent to club up the instant case was taken for consideration. The case was listed to 30.03.2021, 04.05.2021, 15.07.2021, 29.09.2021, 02.11.2021 and 14.12.2021. the Petitioner Unions chose not to appear despite of such liberal adjournments. However, the case was again re-listed to 18.01.2022. The Authorized Representative / Counsel for the Respondent though present, none on behalf of the Petitioner Unions appeared. No Petition for extension of time was filed by any of the Petitioner Union. However, for the interest of justice, the case was kept later for the same purpose. Even during the second hour i.e. after lunch break, the parties were called for appearance. The Respondent represented through its Counsel whereas on repeated calls, none of the Petitioner Union appeared. The Counsel on behalf of the Respondent was present and raises objection to re-schedule the case to any other date but to dispose of the same in accordance to Law.

It appears that even if for the interest of justice the Tribunal suo-moto afforded sufficient opportunities to the Petitioner Unions, there was no progress in the proceeding due to the non-cooperation of the Petitioner. The non-appearance and non-participation in the proceeding by the Petitioner Unions, constrained the Tribunal not to repost the proceeding to any other date for the same purpose as much as it deems that none of the Petitioner Unions has got any interest to proceed with the case. Thus, the case is liable for dismissal for default and need to be disposed of in accordance to Law. The case was accordingly reserved for final order. Needless to mention that till the date neither any of the Authorized Representative of the Petitioner Unions or Counsel appeared before this Tribunal nor any Petition has been filed for extension of time.

In view of the discussion held in preceding paragraph, it deems there exists no dispute for adjudication as referred by the Appropriate Government.

In the result the reference is answered against the Petitioner Unions.

The ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1418.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री आर. मलावणन, इंजीनियरिंग कांटेक्टर; मेसर्स आईओसी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्रीमती बी. नागम्मा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स नं.- **23/2017**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल 30012/38/2016-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1418.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 23/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to

**Shri R. Malavannan, engineering contractor; M/s IOC Limited and Smt. B. Nagamma** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-30012/38/2016-IR(M)]

D. K. HIMANSHU, Under Secy.

# ANNEXURE

## BEFORE THE CGIT-CUM-LABOUR COURT & EPF APPELLATE TRIBUNAL, CHENNAI

**ID No. 23/2017**

**Present:** **Dipti Mohapatra, LL.M., Presiding Officer**

**Date: 05.07.2023**

Smt. B. Nagamma

No. 9/12, Dhamodar Nagar

First Street, Vysarpadi

Chennai – 600 099.

: 1<sup>st</sup> Party/Petitioner

### AND

1. Sh. R. Malarvannan, Engineering Contractor

No. 55, 4<sup>th</sup> Block (Opp. Nagoorar Garden)

Tondiarpet, Chennai – 600 081

2. The Sr. Terminal Manager

M/s. IOC Ltd., Foreshore Terminal,

Royapuram

Chennai – 600 013

: 2<sup>nd</sup> Parties/Respondents

### Appearance:

For the 1<sup>st</sup> Party/Petitioner

: Advocate, M/s. T. Ramkumar

For the Respondent No. 1

: Advocates, M/s Cirajuneisa S. Alam

For the Respondent No. 2

: Advocates, M/s T.S. Gopalan & Co.

### AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-30012/38/2016-IR(M), dated. 31.03.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

*“Whether the action of Sh. Malarvannan, Contractor at Indian Oil Corporation Ltd., Foreshore Terminal (FST) in terminating the services of Smt. B. Nagamma, worker engaged by him is justified? If not, to what relief Smt. B. Nagamma is entitled to?”*

2. On receipt of the above reference from the appropriate Government, the dispute is registered as ID No. 23/2017 and due notices were issued to both parties for their appearance on 27.04.2017 and some more subsequent dates till 16.05.2017. The petitioner did not turn up but the R1 was present. R2 was absent. The case was rescheduled to 06.06.2017 and then 23.06.2017. Since the Petitioner was absent on repeated calls. The reference was answered against the Petitioner vide separate sheet. The Petitioner moved this Tribunal with a restoration petition vide IA 64/2017. The said petition was allowed vide order 24.06.2019 directing the Petitioner to file claim statement. The case was listed to 09.07.2019. The Petitioner did not turn up. The case was listed to 16.07.2019 for the same purpose. The Petitioner did not turn up and the court suo-moto listed to another date as last chance to file Claim Statement and listed the case to 27.08.2019. On that day the Petitioner filed the claim statement. Accordingly the case was listed for counter on 16.09.2019, 22.10.2011 and 09.12.2019. The Respondent-2 filed counter and documents. The R1 did not appear and set ex-parte. The Petitioner was directed to file affidavit evidence fixing the case to 19.03.2020 due to the intervention of the period owing outbreak of the pandemic covid-19, though the case was rescheduled to several dates no progress was held till 15.06.2021. The petitioner was again directed to file affidavit evidence on 19.08.2021. Then to 15.09.2021, 27.10.2021 and 01.12.2021, 16.01.2022. The case was again

rescheduled to 19.01.2022 for the same purpose. While R2 was represented through the counsel, R1 was absent and set ex-parte. The case was listed to 03.03.2022 and subsequent dated until 03.08.2022 intervening three more dates. The Petitioner did not turn up to file affidavit evidence. However, for the interest of justice, the case was once again re scheduled to 27.09.2022. The counsel for R2 was present whereas the Petitioner was absent on repeated calls. Looking into the previous order sheet, it is held proper not to reschedule the case to another date. The counsel for R2 raises objection to reschedule the case but to dispose of the case in accordance to law.

3. In view of the discussion held in the preceeding paragraph, it is crystal clear that the Petitioner deliberately avoid to file affidavit evidence to prove his case. Despite of several opportunities were made available to him. Due to non-participation of the Petitioner in the proceeding there was no progress in the case. The case is simply dragged to this extent of six years without any fruitful result. The very conduct of the Petitioner gives an impression that he is not ready to proceed with the case.

4. In such circumstance, the submission of the learned counsel R2 Sh. T.S. Gopalan & Co. has got sufficient force for consideration. Due to non-participation of the Partitioner, the Tribunal is not in a position to adjudicate the dispute as referred by the Appropriate Government vide dtd. 31.03.2017. The case is liable for dismissal. In the circumstance, it is held proper to dispose of the case without wasting the valuable time of the Tribunal.

In the result, it is held there exists no dispute for adjudication as referred by the Appropriate Government.

In the result the ID case stands dismissed.

An Award is passed accordingly.

DIPTI MOHAPATRA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

का.आ. 1419.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बॉम्बे मिनरल्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री देवराज भोलाभाई डाभी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-03/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल -29012/29/2018-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

S.O. 1419.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2019) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bombay Minerals Limited** and **Shri Devraj Bholabhai Dabhi** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-29012/29/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present - Sunil Kumar Singh - I,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad

Date: 14<sup>th</sup> August, 2023

**Reference (CGITA) No. : 03/2019**

The Director,

M/s Bombay Minerals Limited,

Jamnagar – Dwarka, Highway, Khambhaliya, District – Devbhoomi Dwarka, Gujarat, Pin Code – 361305

.....First Party

V

Shri Devraj Bholabhai Dabhi,

Railway Station, Behind Girnar Timber,

Bhatiya, Tal – Jam Khambhaliya, District - Devbhoomi Dwarka,

Gujarat, Pin Code – 361315.

.....Second Party

Advocate For the First Party : None

Advocate For the Second Party : None

**AWARD**

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/29/2018-IR(M) dated 13.12.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

**SCHEDULE**

“Whether the action of the management of M/s Bombay Minerals Limited, Jam Khambhaliya in terminating/discontinuing the services of Shri Devraj Bholabhai Dabhi w.e.f. 01.11.1999 is legal, Just and proper? If not, to what benefits the workman applicant is entitled for? What other directions are necessary in the matter?”

1. Today, the matter was called out. None responded for either of the parties. The case is fixed for compliance of Hon'ble High Court's order dated 26.04.2022 passed in R/SPECIAL CIVIL APPLICATION NO. 13483 OF 2019 with R/SPECIAL CIVIL APPLICATION NO. 13570 OF 2019 and with R/SPECIAL CIVIL APPLICATION NO. 13615 OF 2019.
2. Hon'ble Gujarat High Court vide aforesaid order r/w Central Government, Ministry of Labour & Employment, New Delhi, letter dated 14.06.2023 has quashed the order / reference adjudication No. L-29012/29/2018-IR(M) dated 13.12.2018. Therefore this reference cannot be adjudicated in view of the order of the Hon'ble Gujarat High Court. Hence the claim of the petitioner under reference is negatived accordingly.
3. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1420.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बॉम्बे मिनरल्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और श्री सिराज जफरभाई वरसिया के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स नं.-04/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल -29012/30/2018-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1420.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 04/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bombay Minerals Limited** and **Shri Siraj Jafarbhaj Varasiya** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-29012/30/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

**Present -** Sunil Kumar Singh - I,

Presiding Officer, CGIT-cum-Labour Court,

Ahmedabad

Date: 14<sup>th</sup> August, 2023

#### Reference (CGITA) No. : 04/2019

The Director,

M/s Bombay Minerals Limited,

Jamnagar – Dwarka, Highway, Khambhaliya, District – Devbhoomi Dwarka, Gujarat, Pin Code – 361305

.....First Party

V

Shri Siraj Jafarbhaj Varasiya,

Oswal-04, Sheri No.3, Plot No.41/10,

Aahir Samaj Road,

Jamnagar (Gujarat)

.....Second Party

Advocate For the First Party : None

Advocate For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/30/2018-IR(M) dated 13.12.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDULE

“Whether the action of the management of M/s Bombay Minerals Limited, Jam Khambhaliya in terminating/discontinuing the services of Shri Siraj Jafarbhaj Varasiya w.e.f. 01.11.1999 is legal, Just and proper? If not, to what benefits the workman applicant is entitled for? What other directions are necessary in the matter?”

1. Today, the matter was called out. None responded for either of the parties. The case is fixed for compliance of Hon'ble High Court's order dated 26.04.2022 passed in R/SPECIAL CIVIL APPLICATION NO. 13483 OF 2019 with R/SPECIAL CIVIL APPLICATION NO. 13570 OF 2019 and with R/SPECIAL CIVIL APPLICATION NO. 13615 OF 2019.
2. Hon'ble Gujarat High Court vide aforesaid order r/w Central Government, Ministry of Labour & Employment, New Delhi, letter dated 14.06.2023 has quashed the order / reference adjudication No. L-29012/30/2018-IR(M) dated 13.12.2018. Therefore this reference cannot be adjudicated in view of the order of the Hon'ble Gujarat High Court. Hence the claim of the petitioner under reference is negatived accordingly.
3. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

का.आ. 1421.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बॉम्बे मिनरल्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री भीखा काना परमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.-05/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल 29012/31/2018-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

S.O. 1421.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/2019) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Bombay Minerals Limited** and **Shri Bhikha Kana Parmar** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-29012/31/2018-IR(M)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

**Present :** Sunil Kumar Singh - I,

Presiding Officer, CGIT-cum-Labour Court,

Ahmedabad

Date: 14<sup>th</sup> August, 2023

#### Reference (CGITA) No. : 05/2019

The Director,

M/s Bombay Minerals Limited,

Jamnagar – Dwarka, Highway, Khambhaliya, District – Devbhoomi Dwarka, Gujarat, Pin Code – 361305

.....First Party

V

Shri Bhikha Kana Parmar,

Plot Vistar, At – Ran, Tal- Jam Kalyanpur,

District – Devbhoomi Dwarka,

Gujarat, Pin Code – 361305.

.....Second Party

Advocate For the First Party : None

Advocate For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/31/2018-IR(M) dated 13.12.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:



**SCHEDULE**

“Whether the action of the management of M/s Bombay Minerals Limited, Jam Khambhaliya in terminating/discontinuing the services of Shri Bhikha Kana Parmar w.e.f. 01.11.1999 is legal, Just and proper? If not, to what benefits the workman applicant is entitled for? What other directions are necessary in the matter?”

1. Today, the matter was called out. None responded for either of the parties. The case is fixed for compliance of Hon'ble High Court's order dated 26.04.2022 passed in R/SPECIAL CIVIL APPLICATION NO. 13483 OF 2019 with R/SPECIAL CIVIL APPLICATION NO. 13570 OF 2019 and with R/SPECIAL CIVIL APPLICATION NO. 13615 OF 2019.
2. Hon'ble Gujarat High Court vide aforesaid order r/w Central Government, Ministry of Labour & Employment, New Delhi, letter dated 14.06.2023 has quashed the order / reference adjudication No. L-29012/31/2018-IR(M) dated 13.12.2018. Therefore this reference cannot be adjudicated in view of the order of the Hon'ble Gujarat High Court. Hence the claim of the petitioner under reference is negatived accordingly.
3. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of Industrial Disputes Act.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1422.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (49/2012) प्रकाशित करती है।

[सं. एल - 12012/18/2012- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 11th September, 2023

**S.O. 1422.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/18/2012- IR(B.I)]

SALONI, Dy. Director

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT  
HYDERABAD**

**Present : Sri Irfan Qamar, Presiding Officer**

Dated the 10<sup>th</sup> day of July, 2023

**INDUSTRIAL DISPUTE No. 49/2012**

**Between:**

Sri P. Adiyya,  
R/o H.No.8/86,  
Modukur (PO),  
T.Sundar(M).  
Guntur District.

....Petitioner

**AND**

1. The Branch Manager,  
State Bank of India,  
BRP Branch, Governorpet,  
Vijayawada – 002.
2. The Asst. General Manager,  
State Bank of India,  
Zonal Office, Admn. Unit,  
Suryaraopet,  
Vijayawada.

....Respondents

Appearances:

For the Petitioner : Sri Ch. Indrasena Reddy, Advocate  
For the Respondent : Sri Y. Ranjeeth Reddy, Advocate

### AWARD

The Government of India, Ministry of Labour by its order No. L-12012/18/2012-IR(B-I) dated 27.7.2012 referred the following dispute between the management of State Bank of India and their workman under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal. The reference is,

### SCHEDULE

Whether the action the management of State Bank of India, Vijayawada in terminating the services of Sri A. Adiyya, w.e.f. 11.11.2008 is legal and justified? To what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 49/2012 and notices were issued to the parties. A 'Nil Award' was passed vide order dated 26.6.2014 due to non-appearance of the Petitioner, which was reopened later vide order dated 16.2.2016.

2. Petitioner filed his claim statement challenging the oral order of termination dated 11.11.2008. Respondent filed counter. But Petitioner has not substantiated his claim by adducing any evidence, although sufficient number of opportunities have been provided to him.

3. Perusal of the docket reveals that Petitioner is not putting his presence in this ID since 2020. It thus becomes crystal clear that the petitioner do not want to prosecute his case. Therefore, Petitioner's case is dismissed for non-prosecution. As such, a 'No Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 10<sup>th</sup> day of July, 2023.

IRFAN QAMAR, Presiding Officer

### Appendix of evidence

Witnesses examined for the  
Petitioner

Witnesses examined for the  
Respondent

NIL

NIL

### Documents marked for the Petitioner

NIL

### Documents marked for the Respondent

NIL

नई दिल्ली, 11 सितम्बर, 2023

का.आ. 1423.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड; मेसर्स शशि कैटरिंग सर्विसेज, मथुरा के प्रबंधन के संबद्ध नियोजकों और श्री गोपाल जी गुप्ता, जॉइंट सेक्रेटरी, मथुरा रिफाइनरी मज़दूर संघ, मथुरा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर, पंचाट (रिफरेन्स न.-35/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल-30011/74/2017-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

S.O. 1423.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2018) of the **Central Government Industrial Tribunal cum Labour Court, Kanpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Oil Corporation Limited; M/s Shashi Catering Services, Mathura and Shri Gopal Jee Gupta Joint Secretary, Mathura Refinery Mazdoor Sangh, Mathura** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-30011/74/2017-IR(M)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT**

**KANPUR**

**PRESENT**

**SOMA SHEKHAR JENA**

**HJS (Retd.)**

**I.D. No. 35 of 2018**

**BETWEEN**

Shri Gopal Jee Gupta, Jt. Secretary, Mathura Refinery Mazdoor Sangh,  
LIG-20 A, Kadam Vihar, Post- Township, Mathura (Uttar Pradesh)- 281006.

**AND**

1. The Executive Director,  
M/s Indian Oil Corporation Limited, Mathura Refinery, Mathura (U.P.)- 281005.
2. M/s Shashi Catering Services,  
Industrial Canteen, Mathura Refinery, Mathura (Uttar Pradesh) – 281005.

#### AWARD

This Tribunal was called upon to answer the reference stated in Schedule below by the notification No. L-30011/74/2017-IR(M) dated 19.03.2018 Issued by the Government of India.

#### SCHEDULE

*“Whether the action of M/s Shashi Catering Services, Industrial Canteen, Mathura Refinery, Mathura (Contractor) under the management of IOCL, Mathura Refinery, Mathura in superannuating the services of Shri Dasrath Prasad w.e.f. 31.03.2015 is legal, proper and justified? If not, to what relief the concerned workmen Shri Dasrath Prasad is entitled to and what directions are necessary in the matter?”*

In the statement of claim it was stated Mathura Refinery with its Marketing Division was commissioned in 1981-82. Around 1200 contract labourers and around 1600 regular employees excluding officers were employed. After the commissioning phase got completed management of IOCL Mathura Refinery and Marketing Division continued the services of contract labourers (workers) through so called contractors.

Instead of regularization of workers, Principal employer terminated the services of 48 workers. Opposing the unlawful act of Principal employer WRIT Application W.R.P. No. 2867/85 was filed before the Hon'ble Supreme Court of India, challenging the termination of services of 48 workers which was disposed of on 16<sup>th</sup> Jan 1986 with direction to the Central Government of India to refer the matter to Central Government Industrial Tribunal cum Labour Court (CGIT) for adjudication of following questions:

- Whether in law, the petitioners and 48 workmen whose services have been terminated are employees of the IOCL, Mathura Refinery project?
- Whether the termination of services of 48 workmen was justified?
- To what relief are the workmen entitled?

Further Hon'ble Supreme Court directed that:

“Until the disposal of the dispute by the Industrial Tribunal Status quo will be maintained and services of petitioner will not be terminated.”

It is averred that Shri Dasrath Prasad was superannuated prematurely. The workmen stated in ID 40/86 and it WRIT Petition No. 426/1999 were to be superannuated on reaching the age of Sixty years. On 4<sup>th</sup> April, 2015 Dasrath Prasad had reported for duty but he was denied work.

O.P. No. 1 stated that the service of Shri Dasrath Prasad was terminated by the order of O.P. No. 1. O.P. No. 1 submitted that service of Shri Dasrath Prasad was terminated on superannuation as per the record of declaration in EPF and ESIC papers.

O.P. No. 1 Indian Oil Corporation submitted written statement with averments that in the declaration and nomination form in respect of Provident Fund and Employees' Pension Scheme date of birth of Shri Dasrath Prasad engaged through Contractor Shashi Catering Services was stated to be 06.03.1955 and that the contractor Shashi Catering Services by letter dated 29.03.2015 intimated that Shri Dasrath Prasad will stand superannuated from job on attaining the age of retirement. During pendency of the dispute the petition has been filed by Shri Gopalji Gupta claiming to be Secretary of the Mathura Refinery Mazdoor Sangh seeking permission of this Tribunal to withdraw the industrial dispute. In the petition it is stated that due to communication gap the industrial dispute cannot be conducted with proper mode of presentation. Since petition has been filed permitting the claimant side to withdraw the Industrial Dispute there appears no reasonable ground to proceed with the industrial dispute raised by the Secretary, Mathura Refinery Mazdoor Sangh. The Industrial Dispute stands dismissed as withdrawn.

Parties are left to bear their respective costs.

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1424.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गेल इंडिया प्राइवेट लिमिटेड; 3736/अशोक श्रीवास्तव सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और जगदीश यादव श्रू-दिल्ली स्टेट जनरल मज़दूर यूनियन, दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली, पंचाट (रिफरेन्स न.-17/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. जेड -16025/04/2023-आईआर(एम)-62]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1424.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 17/2021**) of the **Central Government Industrial Tribunal cum Labour Court-2, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Gail India Pvt. Ltd.;3736/ Ashok Srivastva Security Agency, New Delhi** and **Shri Jagdish Yadav, Through –**

**Delhi State General Mazdoor Union, Delhi** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. Z-16025/04/2023-IR(M)-62]

D. K. HIMANSHU, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,  
NEW DELHI.**

**INDUSTRIAL DISPUTE CASE NO. 17/2021**

**Date of Passing Award- 2<sup>nd</sup> August, 2023.**

**Between :**

Shri Jagdish Yadav, S/o Late Sh. Som Dutt.,  
R/o Village Vokariya, Tehsil Narnaul,  
District –Mahendergarh, Haryana.  
Through –Delhi State General Mazdoor Union,  
X-32-A Civil Wing, Tis Hazari Court, Delhi-110054.

Workman.

**Versus**

1. Gail India Pvt. Ltd.,  
Gail Bhawan, 16 Bhikaji Cama Place,  
New Delhi-110066.
2. 3736/ Ashok Srivastva Security Agency,  
Som Dutt Chamber-II, Bhika Cama Place,  
New Delhi-110066.

Managements.

**Appearances:-**

Claimant with his A/R Sh. Jai Narayan.

Sh. Nishant Awana, Ld. A/R for the management no. 1 i.e GAIL.

Sh. M. S Aggarwal, Ld. A/R for the management no. 2. i.e 3736/ Ashok Srivastva Security Agency.

**AWARD**

This is an application filed u/s 2A of the Id. Act by the claimant wherein he has alleged illegal termination with a prayer for reinstatement in service with full back wages and consequential benefits.

Notice being served, the management no. 1 and 2 have been appeared through it's A/R and on completion of pleadings issues were framed by order dated 27.09.2022.

On 26<sup>th</sup> July, 2023 when the matter was pending for evidence to be adduced by the claimant. Instead of filing evidence, claimant moved an application for withdrawal of the case. Later, claimant gave a statement to the effect that he wants to withdraw the proceeding as he does not have any grievance against the management no. 1 and 2. In view of the said statement this no dispute award has been passed. Hence, ordered.

**ORDER**

The claim petition is dismissed for want of dispute raised by the claimant and this no dispute award is accordingly passed.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer.

Date : 2<sup>nd</sup> August , 2023

K.M

नई दिल्ली, 11 सितम्बर, 2023

का.आ. 1425.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स हल्दिया लोजिस्टिक्स प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री चन्दन बेरा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-16/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. जेड -16025/04/2023-आईआर(एम)-61]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1425.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 16/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Haldia Logistics Pvt. Ltd.** and **Shri Chandan Bera** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. Z-16025/04/2023-IR(M)-61]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

**Present : Justice K. D. Bhutia, Presiding Officer.**

**CGIT-16 OF 2022**

Shri Chandan Bera .....Applicant/Employee

Versus

Haldia Logistics Pvt. Ltd. ... Opp. Parties

**Appearance:**

On behalf of the Applicant: Shri Suvadip Bhattacharjee, Advocate.

On behalf of Opp. Party/Employer: Absent

**Date: 25th July, 2023**

**AWARD**

This is a case under section 2A(2) of the Industrial Dispute Act, 1947 filed by Sri Chandan Bera against his employer M/s. Haldia Logistics Pvt. Ltd.

The facts leading to this case are that the concerned workman was employed by M/s. Haldia Logistics Pvt. Ltd. as a Driver to drive a Dumper of M/s. Tata Steel (Hooghly Met Coke Division) on 01-04-2010. He discharged his duty sincerely and diligently without any complaint from his employer. That due to the sudden demise of his father he had to leave the place of his work and after completion of last rights of his father and after complying the Covid

protocol he reported for duty on 15<sup>th</sup> April 2021, but to his surprise he was not allowed to resume his duty. Therefore, he has alleged that he has been illegally retrenched from his job of a Driver by his employer without complying the statutory provisions as provided in Industrial Dispute Act, 1947.

That he made several representations before the authority of his employer but in vain. Therefore, he raised an industrial dispute before the Labour Commissioner (Central), Kolkata, but who could not settle the matter and as such he has to come before this Tribunal with the present case for declaration of his termination illegal, reinstatement and with full back wages.

Record shows notice of this case has been duly served upon the employer M/s. Haldia Logistics Pvt. Ltd. but the employer despite receiving the notice failed to put appearance and contest the claim of the workman. Therefore, the present case has been proceeded exparte against the employer named above.

The workman to prove his case has examined himself as W.W. No.1. That he produced and filed 14 (fourteen) documents which have been marked as Exhibit-W-1 to W-11/3.

The Ld. Counsel for the concerned workman has referred to the following citations:-

- i) Mohan Lal –vs- M/s. Bharat Electronics Ltd. (1981) 3 SCC 225.
- ii) Deepali Gundu Surwase –vs- Kranti Junior Adhyapak Mahavidyalaya (D.ED) & Anrs. (2013) SCC 324.
- iii) Jasmer Singh –vs- State of Haryana & Anrs (2015) SCC 458.
- iv) Fisheries Department, State of Uttar Pradesh –vs- Charan Singh (2015) SCC 150,
- v) Jayantibhai Raojibhai Patel –vs- Municipal Council, Narkhed & Ors. (2019) 184.
- vi) Armed Forces Ex Officers Multi Service Cooperative Society Ltd. –vs- Rashtriya Majdoor Sangh (INTUC) (2022) SDCC 586.
- vii) Allahabad Bank & Ors. –vs- Avtar Bhusan Bhartiya (2022) SCC Online SC 499.
- viii) and order passed by the Hon'ble High Court, Calcutta in W.P.A. No.,8913 of 2021 on 12-04-2023.

Gone through all the above cited decisions and exhibited documents.Exhibit-W-1 prima facie shows that the concerned workman was employed as a Driver by M/s. Haldia Logistics Pvt. Ltd. to work at their Tata Steel, H.M.C. Division site on 01-04-2010. Further from Exhibit-W-1 it appears that the terms and conditions of the service of the workman was settled as per the settlement that took place in the office of A.L. C. (R.L.C.) on 30-03-2011 and with retrospective effect from 01-11-2010. That by virtue of such settlement his basic pay was fixed at Rs.5,500/-, D.A. at Rs.910/- per month, H.R. A. at Rs.25/- per day, Canteen Allowance at Rs.25/- per day and conveyance allowance at Rs.10/- per day. That the employment of the concerned workman will be governed by Provident Fund, Employees State Insurance and Professional Tax as may be applicable. That his retirement age will be 60 years but subject to his medical fitness and till the existence of the contract between M/s. Tata Steel, H.M.C. Division and M/s. Haldia Logistics Pvt. Ltd. It also contains certain other conditions and which are not relevant for determination of the present dispute.

Exhibit- W/1 proves that he was engaged as a Driver by M/s. Haldia Logistics Pvt. Ltd. to drive it dumper at Tata Steel, H.M.C. Division site on 01.04.2010, such fact stands corroborated by Exhibit-W/4, Plant Entry Pass bearing photograph and signature of Sri Chandan Bera and which prima facie shows that he being an employee of M/s. Haldia Logistic Pvt. Ltd. was deputed to work as Dumper Driver at M/s. Tata Steel Ltd. H.M.C. Division Site.

Further, Exhibit –W/9 the statement of Employees Provident fund of Sri Chandan Bera corroborate the fact that he was an employee of M/s. Haldia Logistics Pvt. Ltd. having P.F. registration Code No. WBCAL0044994000/HALDIA, from the month of April, 2010 till the month of March, 2021.

Exhibit- W/10, the pay slip also corroborate the fact that Sri Chandan Bera worked as a Dumper Driver of M/s. Haldia Logistic Pvt. Ltd. from the month of April, 2010 till his alleged retrenchment sometime in the month of April, 2021. Therefore, it is seen from Exhibit-W/9 and W/10 that he had rendered continuous service as a Dumper Driver to M/s. Haldia Logistic Pvt. Ltd. from the month of April, 2010 to March, 2021 as provided in section 25-B of the Industrial Dispute Act.

The workman in his evidence in chief on affidavit as well as in his claim statement categorically stated that in order to perform the last rites of his father who expired on 04-03-2021, he had to leave the place of work and after completion of last rites ceremonies of his father he returned to his duty on 15<sup>th</sup> April, 2021 after undergoing Covid protocol, but he was not allowed to join his duty by the authority of his employer.

Therefore, in view of provision of section 25-F of the Industrial Dispute Act his service cannot be terminated or retrenched by his employer without giving him one month notice and retrenchment compensation.

The unchallenged oral testimonies of the workman proves that he was neither given any notice of retrenchment as provided under section 25-F of the I.D. Act nor he has been paid any compensation. Therefore, his retrenchment being in contrary to section 25-F of the I.D. Act, is hereby held to be illegal. Further, termination of the service of workman for any reason whatsoever by the employer would constitute retrenchment under section 2(OO) except in cases excepted in that section.

Therefore, from the above discussion it appears that Sri Chandan Bera was indeed engaged as a Dumper Driver by M/s. Haldia Logistic Pvt. Ltd. and he was deputed to work at M/s. Tata Steel Ltd., H.M. C. Division Site. That he continuously worked from the date of his appointment in the month of April, 2010 till his illegal termination in the month April, 2021. That he was not served with the termination notice or given an opportunity of being heard. That his termination was in violation of principle of natural justice. The workman in his unchallenged evidence as well as in his claim statement has alleged that after termination he could not secure any alternative employment till date. Nothing has come on record to prove that after retrenchment the workman has been working gainfully elsewhere.

Having found the termination of the workman illegal, not being in consonance with the section 25 F of the Act his termination is found to be illegal. That he having failed to secure job elsewhere as a driver after termination till date as per his oral testimony, is entitled reinstatement to the job of a dumper driver with back wages.

However, the fact the workman being a driver he is granted 50% of back wages from the date of his illegal retrenchment till reinstatement.

M/s. Haldia Logistic Pvt. Ltd. is hereby directed to reinstate Sri Chandan Bera as a Dumper Driver within one month of passing of this order and further directed to pay 50% of his wages towards back wages from the date of his illegal retrenchment till his reinstatement.

The application under section 2A (2) of Industrial Dispute Act filed by the concerned workman Sri Chandan Bera is hereby allowed exparte. Accordingly, CGIT- 16 of 2022 is hereby allowed and award is passed.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

**का.आ. 1426.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आईसीआईसीआई प्रुडेंशियल लाइफ इन्सुरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री राजू कुमार सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता, पंचाट (रिफरेन्स न.-02/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. जेड -16025/04/2023-आईआर(एम)-60]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1426.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 02/2018**) of the **Central Government Industrial Tribunal cum Labour Court, Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **ICICI Prudential Life Insurance Corporation Limited** and **Shri Raju Kumar Singh** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. Z-16025/04/2023-IR(M)-60]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K. D. Bhutia, Presiding Officer.

CGIT-02 OF 2018

Shri Raju Kumar Singh ..... Applicant/Employee

Versus



**ICICI Prudential Life Insurance Co. Ltd. ... Opp. Parties**

**Appearance** :  
**On behalf of the Appellant** : **Mr. D. Roy, Advocate.**  
**On behalf of Opp. Party** : **Absent**

**Date: 27th July, 2023.**

**AWARD**

This is a case under section 2A(2) of the Industrial Dispute Act, 1947 filed by one Sri Raju Kumar Singh challenging his termination on the basis of invalid domestic enquiry by his employer ICIC Prudential Life Insurance Company Ltd. and for reinstatement with full back wages.

It is the case of the applicant that he joined ICIC Prudential Life Insurance Company Ltd. as a Unit Manager, Gr.I at Siliguri Branch on 11-08-2008. The management considering his performance promoted him on several occasions and lastly in the year 2013 as an Associate Business Manager. That after he became Associate Business Manager, he was subjected to discrimination and harassment by superior authorities and by his co-workers, as a result he was mentally depressed.

That he was pressurised by his superior officials to tender resignation but due to severe financial difficulties he did not succumb to their pressure and tried to excel in his job by giving maximum output as desired by the company.

That all on a sudden he was served with a show cause notice on 22-02-2016 where it was alleged a complaint was lodged by one Punam Chandra Ray (Advisor) and Sri Sandip Dey (ABM) to the Branch Manager who forwarded the same to the Risk Manager Sri Sayantan Mishra on 30-01-2016, alleging that he was involved in submitting tampered PAN Card No. BPGPS0042N of Sri Udaybir Singh, son of Raghunath Singh and using the same as PAN card of Umesh Singh with false signature of Sri Umesh Singh and customer declaration form/ Application No.OS0 5064171. That he received such show cause notice without the copy of the complaint lodged against him. More so, he was directed to show cause within 72 hours from the date of receipt of the show cause notice and in default a departmental proceeding would be started against him.

It has been alleged by the concerned applicant that he was assured by the management that if he accepts the guilt and write an apologetic letter, then the show cause notice would be withdrawn. Accordingly, the applicant wrote an apologetic letter admitting the guilt on 24-02-2016, but to his surprise instead of dropping the show cause/charge he received a notice dated 22-02-2016 on 04-04-2016 with a direction to attend enquiry proceeding on 05-04-2016 over telephone and without giving him any opportunity to defend himself during the enquiry proceeding held through telephone. He was not given any opportunity to take assistance of his co-workers in his defence. He was not given opportunity to cross examine the witnesses examined by the management. Therefore, he has stated that the enquiry held against him vitiated the principle of natural justice.

Therefore, he has alleged that the domestic enquiry held against him and where he has been found guilty by tampering PAN Card of Sri Udaybir Singh, son of Raghunath as a PAN Card of Umesh Singh and that too without examining those two persons is invalid, vindictive and he is a victim of unfair labour practice. That on the basis of such invalid domestic enquiry his service was terminated by the concerned authority on 24-04-2016.

That he filed an appeal before the Appellant Authority on 27-04-2016. But his representation was not taken into consideration by the Appellant Authority and rejected his appeal. By filing the present case, he has challenged his termination order, for declaration the domestic enquiry on the basis of which his service was terminated to be illegal. Thus, he has prayed for setting aside the termination letter dated 22-04-2016, for reinstatement with full back wages including other financial benefits to which he is otherwise entitled, compensation for mental harassment to the tune of Rs.5 lakh and Rs.1 lakh towards litigation cost.

The employer ICIC Prudential Life Insurance Company Ltd. had put appearance and filed written statement and where it has been alleged that the applicant does not come within the definition of workman as provided in section 2 (s) of the I.D. Act. The applicant joined the establishment of ICIC Prudential Life Insurance Company Ltd. as a Unit Manager, Gr. I on 11-08-2008 with annual salary of R.1,75,344/-. At the time of termination he was holding the post of Associate Business Manager – Business Development and his yearly remuneration was Rs.4,93,000/-.

The job profile of the applicant was a Manager in the agency channel and was required to, train and lead a team of life insurance advisors. He is to achieve business targets through the team of advisors. The primary responsibilities of the applicant were:-

1. Support allocated advisors through training and joint sales calls.
2. Identify and meet new customers, provide them need based life insurance solutions.

3. Identify, recruit and train advisors.
4. Adhere to sales processes and expected documentation, use sales technology as required.
5. Support advisors in collecting renewal premium.
6. Ensure quality business through the right sales practice, minimize business risk.

The applicant held the post in managerial cadre and he was not a workman.

Further, it has been alleged charge has been framed against the applicant for submitting tampered and forged PAN Card No. BPGPS0042N with customer declaration form vide application No. OS0 5064171. He used PAN Card of one Sri Udaybir Singh, son of Raghunath Singh having date of birth 26-04-1966 as that of Umesh Singh and used the false signature, date of birth and photograph of Umesh Singh.

When such serious misconduct was detected he was show caused. That he in the reply to such show cause has accepted the misconduct of tampering PAN Card against the Application No. OS0 5064171 but had taken the plea that such tampering was done by him due to mental depression.

However, the company decided to hold a domestic enquiry against the applicant against the charge of tampering PAN card and set up a three men enquiry committee and informed about the same to the applicant vide letter dated 04-04-2016 and advised the applicant to appear for telephone enquiry committee discussion with respect to the misconduct of forgery on 05-04-2016. He was also informed to take assistance of any of his co-workers during the domestic enquiry in his defence but he has failed to do so. The applicant fully participated in the enquiry conducted through telephone. That the Enquiry Officer found him guilty and submitted report to that effect. Copy of such report was served upon the applicant on 20-04-2016 and he gave reply to the same through e-mail on 22-04-2016.

After considering the gravity of the proof and admitted misconduct of forgery involving the tampering PAN card the company terminated the service of the applicant by issuing a letter dated 22-04-2016. The applicant preferred an appeal against the order of termination before the Appellant Authority on 27-04-2016. The Appellant Authority concurred with finding of the enquiry officer and the decision taken by the disciplinary authority and thereby rejected the appeal.

Therefore, it has alleged that the applicant being not a workman, the domestic enquiry having held after observing due process of law and applicant having admitted the guilt he has been legally terminated from the service. Therefore, it has prayed for rejection of the application under section 2A (2) filed by the applicant.

The applicant in order to prove his case has examined himself as W.W.No.1. But the management of ICIC Prudential Life Insurance Company Ltd. failed to cross examine him. In fact the company has stopped pursuing with the present case after filing written statement.

The applicant has produced following documents:-

1. Appointment letter dated 11-08-2008 (marked as Exhibit-W/1).
2. Copy of e-mail dated 30-01-2016 exchanged between Rajiv Rao and Sri Sayantan Mishra for urgent scrutiny of the case where forgery was detected (marked as Exhibit-W/2).
3. Copy of show cause notice dated 22-02-2016 (marked as Exhibit-W/3).
4. E-mail dated 5<sup>th</sup> April, 2016 of the employer to the applicant regarding date of hearing fixed by the enquiry committee (marked as Exhibit-W/4).
5. Copy of letter of termination dated 22-04-2016 (marked as Exhibit-W/5).
6. Copy of letter addressed to the applicant by the Appellant Authority dated 09-06-2016 (marked as Exhibit-W/6).
7. Copy of letter of the applicant to the Regional Labour Commissioner (Central) dated 15-12-2016 (marked as Exhibit-W/7) and
8. Certificate of Conciliation Officer dated 11-03-2017 (marked as Exhibit-W/8).

Since the employer in its written statement has raised an issue that the applicant being in the managerial post is not a workman, therefore, first let me decide whether the applicant is a workman as provided under section 2(s) of the I.D. Act or not. The term “workman” is defined u/s 2(s) as follows:-

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding <sup>59</sup>[ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

Therefore, as per section 2(s) workman is any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operation, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose, dismissal, discharge or retrenchment has led to that dispute.

The term “workman” has been interpreted by the Courts and held to determine whether a person is a workman or not certain factors need to be considered such as if a person performs multifarious functions, the nature of the main function performed by the person has to be considered to determine if the person is a workman or not. The designation, source of employment, method of recruitment, terms and condition of employment, quantum of wages/pay and the mode of payment should not be considered while determining whether a person can be termed as workman. A person working in purely managerial or supervisory capacity does not fall within the definition of the workman under I.D. Act., the employer has to prove that his work and duties were in nature of a manager.

In the present case the workman in paragraph 2 and paragraph 3 of his claim statement has admitted that he joined ICIC Prudential Life Insurance Company Ltd. as Unit Manager, Gr.I on 11-08-2008 at Siliguri Branch. That in between 2008 to 2013 due to his utmost dedication, honesty he was promoted on several occasion and lastly promoted to the post of Associate Business Manager in the year 2013. Therefore, it appears the applicant was promoted on several occasions from Unit Manager Gr.I till he reached to post of Associate Business Manager. From such admitted facts and as well the designation which he last held itself prove the applicant was holding a managerial post at the time of his termination.

The management of the company in its written statement has alleged that at the time of termination the salary of applicant was Rs.4,93,000/- per annum. It is settled law designation and quantum of wages is not the criteria to determine whether the applicant was holding a managerial post or not. The only factor which determines whether the applicant falls within the definition of workman is the actual nature of job performed by him in the establishment of the company at the time of termination.

Unfortunately, the claim statement as well as oral evidence of the applicant is totally silent regarding the nature of work he used to perform as an Associate Business Manager. Since the management has failed to pursue with the hearing of this case after filing written statement, then burden shift upon the applicant to prove that though he was designated as Associate Business Manager but he used to discharge the function a job like that of a clerical staff or supervisory work and not the nature of job as stated by the employer in its written statement.

That he has failed to controvert the contents of the written statement filed by his employer, where it has been categorically stated that he used to work as a Manager in the Agency Channel. He had to recruit, train and lead a team of Life Insurance advisors. He being the Associate Business Manager, he is to acquire and achieve business target through the team of advisors appointed by him and working under him. It was his duty to train those advisors for achieving the business target given to them by him. His job was to ensure quality business through the right sales practice and minimize business risk.

Since the applicant neither filed any rejoinder against the written statement filed by his employer nor controverted the contents of the same in his evidence in chief filed on affidavit, therefore, it can be safely inferred that the applicant was holding the managerial post at the time of his termination. It is also seen that he had power to recruit advisors, train them for promotion of sales of insurance policies of the company. That he had to meet the target with the help of advisors. In common parlance it appears his role was like that of an Insurance Development Officer, who is to manage sales oriented tasks, appoint life insurance agents, analyse the performance of each agent, motivate them to sale maximum insurance policies and set a target to sale the insurance policies.

The Insurance Development Officer is not a workman as he does not discharge the function of a clerk or that of a supervisor, rather under him several agents work. He holds a managerial post. Therefore, the applicant does not come within the definition of a workman as defined in section 2(s) of the I.D. Act.

He not being a workman as defined under section 2 (s) of the I.D. Act, the present case filed by him challenging his termination is not maintainable in this Industrial Tribunal.

Since the applicant is found not to be a workman u/s 2(s), then this Tribunal does not find any need to decide whether his termination is legal or illegal.

Accordingly, CGIT No.2 of 2018 is dismissed being not maintainable.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 11 सितम्बर, 2023

का.आ. 1427.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और इन्सुरेंस एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-1/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल -17011/9/2012-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1427.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 1/2013**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Insurance Employees Union** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-17011/9/2012-IR(M)]

D. K. HIMANSHU, Under Secy.

### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT, HYDERABAD

Present: **Sri IRFAN QAMAR**  
Presiding Officer

Dated the 7<sup>th</sup> day of August, 2023

#### INDUSTRIAL DISPUTE No.1/2013

#### Between:

The General Secretary,  
Insurance Employees Union,  
7-530, Godugupet,  
Turlapati Vari Street,  
Machilipatnam – 521001.  
Krishna District, A.P.

..... Petitioner union

#### AND

The Branch Manager,  
LIC of India, Branch Office,  
Hotel Indu Complex,  
Jaggiahpet – 521175,  
Krishna District. A.P.

.... Respondent

#### Appearances:

For the Petitioner : Sri Sarosh Batsawala, Advocate  
For the Respondent : Sri Venkatesh Dixit, Advocate

#### AWARD

The Government of India, Ministry of Labour by its order No. L-17011/9/2012-IR(M) dated 18/12/2012 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

**SCHEDULE**

“Whether the demand of the Insurance Employees Union, Machilipatnam to regularize the service of S/Shri D. Sivanageswara Rao, Pidatia Lakshmaiah, Shaik Kareemullah and Vanguri Sambasiva Rao as Peons in the LIC of India, Jaggaiahpet Branch, Krishna District is legal and justified? What relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 1/2013 and notices were issued to the parties concerned.

**2. The averments made in the claim statement are as follows:**

This dispute pertains to the aggrieved workmen of LIC of India-Machilipatnam and Nellore Divisions who have been working for periods in excess of 6 years, mainly as peons in offices of LIC of India and designated differently using different nomenclatures by LIC of India and remunerated sometimes in their own names and mostly using fictitious names, so as to deny them the benefits of leave, PF, ESI etc., and also to prevent them from seeking permanent employment in LIC of India. They are made to work for years together receiving remuneration which was not even the minimum wage. It is submitted that due to fear of loss of livelihood, many of the workmen coming of poorest strata of the Society and belonging to SC/ST/OBC continued to work for years together with the hope that some day they would receive justice and a permanent place in LIC of India. Earlier, National Industrial Tribunal NTB-1 of 1985, NTB-1 of 1987 gone through this problem and passed awards. The Union have taken the cause of these workmen even before the Supreme Court, in CA 953-968 of 2005 through our representations to Zonal Authorities dated 13<sup>th</sup> April, 2009 and 10<sup>th</sup> July, 2010. Hon'ble Supreme Court of India has passed an order on 18<sup>th</sup> January, 2011 in Civil Appeal Numbers 953-968 of 2005 based on a Scheme put forth before Hon'ble Supreme Court of India by LIC of India. This Scheme envisaged giving appointment to workmen based on a one time Special Examination and Interview. LIC of India framed rules and issued instructions for implementation of the Order of Supreme Court dated 18<sup>th</sup> January, 2011 and 20<sup>th</sup> May, 2011. These rules were left for implementation to the mercy and discretion of several Appointing Authorities in each division of LIC of India. It is submitted that in some Divisions authorities issued service certificates to workmen who received emoluments in different/fictitious names, whereas in some other Divisions such workmen were refused to enter into the process of recruitment. Petitioner Union raised an Industrial Dispute before the Assistant Labour Commissioner(Central) who conducted Conciliation Proceedings in July, 2012. The Conciliation ended in a failure. Consequently Government of India, Ministry of Labour and Employment referred this matter to this Hon'ble Tribunal. As a result of union's representation to Chief Labour Commissioner(Central) these workmen were paid wages according to Minimum Wages Act 1948 from August, 2011 only. Now they are receiving wages in their own name also. The independent investigations made by Assistant Labour Commissioner(Central) and Deputy Chief Labour Commissioner(Central) bear testimony to the fact that the workmen were remunerated in fictitious names earlier, resulting in denial of opportunity to enter the process of recruitment envisaged by the Hon'ble Supreme Court on 18<sup>th</sup> January, 2011 in CA 953-968 of 2005. The Category of workmen whose cause we champion are certainly governed under the Supreme Court order but were prevented to enter the process of recruitment as a result of unfair labour practice of remunerating the workmen under different/fictitious names. This unfair labour practice is unearthed by the Central Labour Authorities. The names and details of the workmen and also their ID numbers are enclosed as Annexure. Now the Zonal Office of LIC of India, Hyderabad has instructions to Divisional Offices to Terminate/remove all these workmen. These instructions are issued after the issue of the orders of Ministry of Labour and Employment dated 18<sup>th</sup> December, 2012 and clearly attract the provisions of Section 33A of Industrial Disputes Act, 1947. Hence, it is prayed to stop LIC of India from going ahead with this plan. Further it is prayed that the practice of remunerating Temporary Workmen with false names was being followed in 1980s, 1990s and up to 2011 also. This matter received the consideration of earlier NITs. It is submitted that extracts from the Award of Justice Jamdar referred above, indicates the unfair labour practice of employing persons on temporary basis and remunerating them under false/fictitious names. This practice was of LIC's creation and much earlier to the present order of the Hon'ble Supreme Court of India in CA 953-968 of 2005, Dt.18.1.2011. It is submitted that this practice of LIC be put to an end and Respondent be directed to continue all these workmen in employment and make them permanent. Petitioner union be allowed to file material/information as supplement to this statement as additional claim. Therefore, it is prayed to direct LIC of India and their Authorities to continue these workmen in employment at their respective places of work and restrain LIC from doing anything adverse in the matter. It is further prayed to absorb these workmen in permanent posts by conducting a separate test.

**3. Respondent filed counter denying the averments of the Petitioner as under:**

It is submitted that the present ID is not just and sustainable in law and the same is liable to be dismissed. It is submitted that the present ID is not maintainable, as the present petitioner, who is represented by the Union already approached the Hon'ble AP High Court prior to filing of the subject matter/ I.D. and the same is liable to be dismissed. It is submitted that, the petitioners/workmen are not contract sub staff and no temporary appointment letter was given to the petitioners, but they worked on daily wage basis whenever there was work. It is submitted that the respondent Corporation has announced for Recruitment of Peons vide Notification dated 20.5.2011 as per the directions of the Hon'ble Supreme Court in CA Nos.953-968 of 2005 of DV Anil Kumar and Others Vs. LIC of

India,. Respondent has followed the instructions specified in the Notification and all the candidates who satisfied all the eligibility criteria were allowed to attend the One-Time Written Examination held on 26.6.2011. It was also specified in the Notification that the onus of furnishing authentic documentary proof at the time of submission of application shall be on the candidate. It is further submitted that there has been no instance of any case where this Division of LIC being questioned, before any court of law. All the candidates who have submitted their applications along with all necessary proofs of eligibility, were allowed for the test. It is submitted that it is not correct that the Petitioners are drawing meagre salaries in fictitious names. It is submitted that there were no complaints till date regarding non-receipt of wages by any of the daily wagers, which shows the prompt and systematic payment of wages to daily wagers. The amount paid per day for a person who was engaged as a daily wager is paid according to the Law and respondent Corporation is following the procedure laid down in this regard. Due to the pendency of recruitment in Peon cadre, respondent Corporation have been engaging daily wagers, mostly for attending peon duties, as per the requirement. It is also submitted that the Corporation did not deny the available chances of the daily wagers as per their entitlements. Respondent Corporation has been following the instructions given by Competent Authority of the Corporation regarding the engagement of daily wagers. It is submitted that no unlawful action was taken by respondent Corporation in engaging the daily wage workmen. It is submitted that the Hon'ble Supreme Court of India, while disposing of the Civil Appeals No.953-968, issued Orders to LIC of India, that, as a one time measure, to recruit all the eligible Temporary Employees under Class IV cadre, who are working in LIC of India for more than 5 years as on 18.1.2011 and who possess minimum eligible qualifications and age at the relevant time of their entry into LIC of India, by holding a limited written examination (falling under Category A). It was also specified in the Notification that the candidates falling under Category A, will have to submit copies of proof of their working with the Corporation for more than 5 years as on 18.1.2011. It was further specified that the onus of furnishing the authentic documentary proof for the same at the time of submission of the application shall be on the candidate. Further it was also clarified that Temporary Class IV Employees connotes Watchman, Sweeper, Hamal, Gardener, Guest House Caretaker, Electrician, Plumber, Daily Wager, Temporary Part-Timer etc. LIC of India has scrupulously followed these instructions and all the candidates who satisfied all the eligibility criteria were allowed to attend the one time written examination held on 26.6.2011. It is further submitted that LIC of India (Employment of Temporary Staff) Instructions, 1993 are separate set of instructions issued by Respondent corporation with regard to appointment of staff on temporary basis. Corporation has not promulgated the issue of daily wagers along with that of temporary staff. It is submitted that the Corporation have not engaged any workmen on temporary basis since many years and the Petitioners under this Petition are engaged only on daily wage basis. Since, the Hon'ble Supreme Court of India, while disposing the Civil Appeals issued orders to LIC of India, as a one time measure, to recruit all the eligible temporary employees under Class IV Cadre, who possessed minimum eligible qualifications, the Corporation has followed those instructions scrupulously. It is further submitted that the petitioners in the present ID are engaged by respondent Corporation on daily wage basis and they are not found eligible to write the one time examination and there is no unlawful method adopted in not allowing them to write the examination. It is submitted that the issue of engaging workmen on daily wage basis was verified by various authorities, basing on the anonymous complaints given by some persons, but no adverse reports were submitted to this respondents, which clearly show that there is no misappropriation of funds of this respondent Corporation and this Corporation has been paying the wages to the daily wagers very promptly and in the name as has been furnished by the daily wagers himself. But, some daily wagers, who were not qualified to appear for the written test, including the Petitioners, made complaints alleging about the criminal activity of misappropriation of funds by Divisional Officials, after having worked without any problem. It is submitted that the daily wagers are being paid a consolidated amount of Rs.257/- per day in B-Class cities which is more than the rates suggested by the Regional Labour Commissioner. It is wrongly presented by the Petitioners that they were paid wages. Since, the Petitioners were engaged only on daily wage basis (were not given appointment on temporary basis), the wages paid to them cannot be paid from Salary Account. It is highly objectionable to state that the Corporation Funds are misappropriated, without any valid proof. Every daily wager was aware of the fact that he was engaged on daily wage basis and there is no provision in LIC of India to regularize or appoint the daily wager on permanent basis. It is a baseless allegation to state that the Office is playing with the lives of the daily wagers. It is further submitted that it is also highly objectionable to state that the LIC of India have succeeded in deceiving the Hon'ble Courts and Constitutional Authorities and their baseless conclusions cannot be accepted. The Petitioners are not competent enough to conclude that LIC of India is submitting false counter Affidavits before the Courts. At any level respondent Corporation has not received any adverse reports either from CVC or CVO or CBI till date. There is no specific salary account to respondent Corporation for Payment of daily wages to these daily wagers/badly workers. Respondent Corporation has been following the prescribed method of payment of daily wages as per the instructions of the Competent Authority from time to time. It is submitted that Petitioners engaged only on daily wage basis but it was wrongly represented as on temporary basis. In case Appointments, a letter of appointment shall be given only to workmen appointed on temporary basis and the remuneration paid shall be termed as Salaries and the same shall be paid from Salaries Account. All the temporary appointments are made according to the LIC (Employment of Temporary Staff) Instructions, 1993. But, the petitioners were engaged only on daily wage basis depending upon the requirement of Respondent Offices, they can not be issued the appointment letters and the remuneration paid cannot be paid from Salaries Account. It is submitted that the applications of the candidates who have submitted with all necessary documentary proof were



considered by higher Office. The applicants were advised to obtain their proof of working with the Corporation for more than 5 years as on 18.1.2011, from the concerned In-Charges of the Branches in which they have worked. It is also specified in the Notification that the onus of obtaining necessary proof shall lie with the candidate only. It may be reiterated that the records are maintained in the names of the daily wagers, as furnished by the daily wager himself. The eligible candidates were considered only basing on the documentary proofs submitted by the candidates. Since the daily wagers are not appointed on permanent basis, their remuneration cannot be paid from Salaries Account. The payment to a daily wager shall be made after verifying the name mentioned by the daily wager in the voucher with that of the name orally furnished by the daily wager at the Cash Counter. Respondent follows a systematic procedure in making any payment, viz, one prepares the Voucher, the Supervisory Official checks the Voucher and the concerned Head of the Department passes the Voucher. No single Official was continued to work for the same job of preparing the Vouchers or for checking and passing them for the past 18 years, as has been alleged in the Petition. It is not correct that the Officials of the Corporation are exploiting the daily wagers on payment of pittance in the name of wages. It is submitted that 35 candidates who are working as daily wagers filed WP No:16063 of 2011 praying the Hon'ble High Court of AP to pass an appropriate orders to the respondent/LIC in not forwarding the applications of the petitioners and also not allowing them to appear for the examination to be conducted on 26.6.2011. After hearing the same the Hon'ble High Court disposed the Writ with a direction that is if the petitioners fulfill the conditions viz., they are working in LIC as class IV employees for more than five years as on 18.1.2011 and possess minimum eligible qualification, age, their applications shall be forwarded to the authorities concerned and take appropriate decision by the second respondent/SDM DO Machilipatnam in accordance with the records maintained by them with due diligence. As the above said Writ petitioners are not found eligible they have not appeared for the written examination. There after the said writ petitioners filed a CC No:951/2011 against the orders dt. 15.6.2011 against the respondent Corporation with a prayer to punish the respondent for the alleged violation of the order dt.15.6.2011 passed in WP No.16063 of 2011 and to that effect a detailed counter affidavit was filed by the respondent Corporation stating that the petitioners did not actually work for more than five years as on 18.1.2011, and therefore there was no willful disobedience of the orders and the Hon'ble High Court came to the conclusion and the contempt case was dismissed without costs. It is submitted that having every knowledge that the petitioners are working as daily wagers they are seeking all remedies before the court of law and the litigation is unwarranted. It is submitted that the petitioners under the ID are working as daily wagers and issuance of pay slips to the temporary workmen does not arise as they are not regular employees. Respondent Corporation is maintaining the necessary records and paying the wages as per law to the petitioners herein in that aspect there is no dispute. It is submitted that there is no obstinate stand taken by the respondent Corporation and the Writ petition No:16063/2011 and the CC No:951/2011 passed by the Hon'ble High Court and the respondent Corporation has taken proper steps in identifying the eligible candidates and the eligible candidates were appointed as per their entitlement and all other allegations are denied. It is submitted that the temporary workmen those who are appointed as per LIC of India (Employment of Temporary Staff) Instructions 1993 dt.28.6.1993, but no workmen under class IV cadre were appointed as Temporary workmen for the past several years in Machilipatnam Division. Daily wage workers are engaged, as per the requirement of the offices. Appointment letters shall be given only to those workmen who are appointed on Temporary Basis and no such letters shall be issued to Daily Wagers. Moreover, remuneration shall be paid to the Daily Wage workers for the services rendered by them and such payment shall not be treated as Salaries and cannot be paid through Salary Account. It is submitted that there are no instructions in LIC of India to regularize or to absorb a temporary workman or a daily wager, for whatever period they have worked. It is further clarified in our LIC of India (Staff) Regulations, 1960, under Regulation.8(2) that no person appointed as temporary workmen shall by reason of such appointment be entitled to absorption in the service of the Corporation or claim preference for recruitment to any post. The scope of the case referred to by the Petitioners under the Orders of CGIT, New Delhi, in ID No.27 of 1991 dt.18.6.2001, that temporary employee who completes 85 days of service has to be absorbed by the Corporation, is limited only to that particular specific case and the same cannot be applied to all the other cases. The respondent Corporation is following the systems and procedures specified in the LIC of India (Staff) Regulations and specific instructions issued by the Corporation from time to time. It is submitted that the CC 951 of 2011 was dismissed by the Hon'ble High Court against the Respondent Corporation with a clear observation that there are no disobedience of orders passed in WP No:16063 of 2011. Making repeated allegations against the same subject matter before the different courts is nothing but abuse of the legal machinery. It is further submitted that the petitioners represented by their union secretary filed Public Interest litigation PIL No:494/2013 before the Hon'ble High Court against the same subject matter, which is disposed on 9.12.2013 in view of the dismissal order passed in WP 19445/2011 by the Hon'ble High Court of AP. A copy of the order passed in PIL No:494/2013 and a copy of the Order passed in WP No.19445/2011 are also filed. It is also Submitted that the petitioner has filed a WP No.37210/2013 on 9.12.2013 for with the same prayer. It is submitted that as per the procedure there is no such practice of issuing of ID numbers to the daily wagers. It is submitted that as per regulation No:33 of ID Act which deals with the conditions of the service etc., to remain unchanged under certain circumstances during the pendency of the dispute. The subject dispute under ID Act was said to be filed on 10.1.2013 where as the Hon'ble Apex Court has issued its orders dt.18.1.2011 regarding the appointment of eligible candidates as class IV employees and also removal of ineligible candidates which includes these daily wagers. All the subsequent acts of removal of these daily wagers are only the acts of implementing the Hon'ble Apex court order on the instructions of the Corporation.

Hence the allegation of removal of the daily wagers was not given during the pendency of the dispute but only on the observation of the Hon.ble Apex Court which is given as under:

"Such of those temporary employees who do not apply and or not successful shall cease to be in the employment. It is clarified that those temporary persons, who are not governed under these submissions, shall also cease to be in the employment." It is submitted that all the daily wagers under Machilipatnam Division are removed as per the Apex court order in the month of January 2013 out of them, some of the daily wagers are again engaged in the month of March 2013 due to the office exigencies. In the present ID five persons were shown as daily wagers, whereas in the petition only four petitioners were arrayed and the details of the daily wagers under the ID are as under:

- (i) D.Sivanageswara Rao - Presently working at Jaggayapeta
- (ii) P.Lakshamiaiah - Presently working at Jaggayapeta.
- (iii) S.Kareemullah - Not working, since 1.7.2013. He was engaged as a water boy during Summer.
- (iv) V.Sambasiva Rao - working at Jaggayapeta
- (v) Y. Sivapadam - Not working since 1.7.2013. He was engaged as a water boy during summer.

It is submitted that in the circumstances the daily wagers who are being represented by their union are only engaged on daily wage basis and they are not appointed on Temporary basis and they are aware of their engagement at the time of their engagement itself. It is further submitted that the daily wagers are not permanent employees of the Corporation. It is further submitted that there is no cause of action for the present petition. Hence, the present petition is not maintainable as devoid of merits and is liable to be dismissed.

4. Petitioner union examined Sri D. Siva Nageswara Rao as WW1. The witness got marked Photostat copies of ten documents which were marked as Ex.W1 to W10. Respondent examined Sri G. Srinivasa Rao as MW1 and Management witness marked Photostat copy of letter dated 26.12.2012 of the Respondent organization as Ex.W11.

5. Perused written arguments filed by both parties.

6. Although Petitioner union has taken number of pleas in their claim statement but the question regarding regularization of workmen has been referred through the reference for adjudication in the present matter. Therefore, we are confined to adjudicate the issue of regularization off workmen in the present matter.

7. **On the basis of pleadings of both the parties, following issues emerge for determination:-**

- 1. Whether the workmen are entitled for regularization or absorption in the employment of LIC of India on permanent basis as alleged in the claim statement?
- 2. To what relief the workmen are entitled?

#### **FINDINGS:-**

8. **Point No.I:** In order to prove and fortify the version of workmen WW1 has been examined in evidence. WW1 in his testimony claimed that he along with other workmen had worked with Respondent LIC of India for more than 11 years and Respondent designated them differently using different nomenclatures and some times using fictitious names so as to deny him the benefit of leaves, PF, ESI etc., and also to prevent him from seeking permanent employment in LIC of India. They made him to work for years together received remuneration which was not even the minimum wages. For the fear of loss of work, the workmen did not protest with the hope that some day they would receive justice and permanent place in the LIC of India. WW1 further testify that Hon'ble Apex Court passed an order on 18.1.2011 in C.A. No. 953-968/2005. Hon'ble Apex Court has approved the scheme submitted by LIC of India for regularization off temporary employees. The scheme envisage one time Special Examination and interview to regularize the temporary employees as per eligibility criteria. Therefore, LIC of India framed rules and issued instructions for implementation of the Order of Supreme Court. These rules were left for implementation to the mercy and discretion of several Appointing Authorities in each division of LIC of India. In some Divisions authorities issued service certificates to workmen who received emoluments in different/fictitious names, whereas in some other Divisions such workmen were refused to enter into the process of recruitment because of chaotic situation in 2011 and workmen denied opportunity seeking Permanent employment were forced to knock every door. The Category of workmen whose cause Petitioner union were certainly governed under the Supreme Court order but were prevented to enter the process of recruitment as a result of unfair labour practice of remunerating the workmen under different/fictitious names. This unfair labour practice is unearthed by the Central Labour Authorities.

9. On the other hand, Respondent has refuted the said plea of the Petitioner union in his counter. He contended that the Petitioners in the present petition are not appointed on a temporary basis but they were taken only on daily wage basis. But it is wrongly represented in the petition that they have been working as temporary workmen. In



case of the temporary appointments, letter of appointment shall be given only to workmen appointed on temporary basis and the remuneration paid shall be termed as salaries and the same shall be paid from Salaries Account. All the temporary appointments are made according to the LIC of India (Employment of Temporary Staff) Instructions, 1993. But the Petitioners under the petition were engaged only on daily wage basis depending upon requirement of offices of Respondent and they can not be issued the appointment letters and the remuneration paid can not be paid from salary account. Further it is contended that the Respondent corporation has scrupulously followed the orders issued by the Hon'ble Supreme Court of India by disposing the C.A.No.953-968/2005 and followed the instructions notified in the notification dated 20.5.2011 and the instructions issued by the Central Office. Further, it is contended that, the applications of the candidates who have submitted with all necessary documentary proof were considered by higher authority. Applicants were asked to obtain their proof of working with the Corporation for more than 5 years as on 18.1.2011 from the concerned In-charges of the branches in which they have worked. It is also specified in the notification that the onus of obtaining necessary proof shall lie with the candidates only. It is further contended that the records are maintained in the names of the daily wagers, as furnished by the daily wager himself. The eligible candidates were considered only basing on the documentary proofs submitted by the candidates. Since the daily wagers are not appointed on temporary basis their remuneration can not be paid from salaries account and payment is to be made after verifying the name mentioned by the daily wager in the voucher with that of the name orally furnished by the daily wager at the cash counter. Respondent Management follow a systematic procedure in making any payment i.e., one prepares the voucher, the Supervisory Official checks the voucher and the concerned Head of the Department passes the voucher. No single official was continued to work for the same job of preparing the vouchers or for checking and passing them for the past 18 years as has been alleged in the petition. It is also not correct to state that officials of the corporation are exploiting the daily wagers on payment of pittance in the name of wages. It is also contended that Petitioner under the ID are working as daily wager and issuance of pay slip to the daily workers does not arise as they are not regular employees. In this context all other allegations are denied and this Respondent Corporation is maintaining the necessary records and paying the wages as per law to the Petitioners herein in that aspect there is no dispute.

10. Before proceeding to examine the claim of workmen, it would be pertinent to look into direction of the Hon'ble Supreme Court of India given in C.A. No.953-968/2005 vide judgement dated 18.1.2011, which has been extracted as below:-

“One time limited examination for those of temporary persons who are working in LIC of India for more than five years and who had possessed minimum eligible qualification and age as prescribed at the relevant time of their entry into LIC India would be considered. For this purpose, LIC of India will hold a limited written examination which will be in the vernacular language with a limited syllabus which will be announced in advance.

- The successful short listed candidates shall be called for the interview. Such of those persons who are successful in the interview shall be initially appointed and posted anywhere in the respective zone.
- Such of those temporary employees who do not apply and or not successful shall cease to be in the employment. It is clarified that those temporary persons who are not governed under these submissions, shall also cease to be in the employment.
- Those who are recruited shall be governed by the rules as applicable to Class IV employees and they shall not be entitled to claim any other benefit regarding their past service rendered as temporary employees.
- In so far as open market candidates who had appeared in the written test at the relevant time and who were successful in the same shall be called for interview along with temporary employees. Such of those persons who shall be successful in the interview shall be offered appointment and the conditions as applicable to temporary persons in so far as offer of appointment shall be applicable to the open market persons as well.”

11. In the present matter workmen in this case claims that they are eligible to appear in the examination as per guidelines fixed by Hon'ble Supreme Court of India in C.A. No.953-968/2005 but their candidatures were ignored for the written examination held on 26.6.2011. Actually they were in the Corporation but the authorities have been paying wages by affixing their signatures in others' dummy names.

12. On the other hand, Respondent witness MW1 has contended that the Petitioners in dispute are daily wage earners, they were on daily wage basis, whenever there was work which was in contingent nature. They are paid wages as per Minimum Wages Act. They are not appointed as contract Sub-staff or to any Class.IV posts nor appointed on temporary basis. The persons are engaged by the Respondent on need basis to do miscellaneous jobs who are available in local area. The persons in dispute who are not eligible to appear in the one time examination, resorted o make false allegations stating that the wages were paid to them on dummy and fictitious names. MW1 further states when the appointments are regulated by Statutory Rules, the concept of Industry to that extent stands excluded. Petitioners are not appointed to any post in accordance with rules. Further, MW1 states that, one time limited examination for those temporary persons who are working in LIC of India for more than 5 years and possess minimum educational qualifications, who possess minimum eligible qualifications and age as prescribed at the

relevant time of their entry into the LIC of India, such of those temporary employees who do not apply or not successful in the examination shall cease to be in the employment, including those temporary persons who are not governed under these conditions, shall also cease to be in the employment.

13. It is also stated that workmen were asked to obtain the proof of working with LIC of India for more than five years as on 18.1.2011 from the concerned Incharge of branches in which they had worked. It was also specified in the notification that onus of obtaining necessary proof of employment lies upon candidates. The eligible candidates were considered only basing upon the proof submitted by them. But as per the instruction issued, the workmen in the present matter did not submit the proof of five years work with the Corporation, hence, their candidatures were not considered. However, as regards the allegation of discrimination and malpractice in the said examination/event the workmen approached the Hon'ble High Court through writ and Hon'ble High Court was pleased to dismiss the said petition as found baseless and without substance. Therefore, in compliance of the direction of the Hon'ble Apex Court in CA No.953-968/2005, LIC of India has conducted one time examination for regularization of the temporary employees who possess eligibility criteria of more than five years service with the LIC of India.

14. Whereas on the other hand, WW1 in chief examination has reiterated and supported the version as stated in the claim statement but in the cross examination he states that, "I have not filed any identity card in this case in support of proof of my identity. The Respondent has not issued any identity card to me. This dispute has been filed by our union being represented by its General Secretary. I am deposing in this case in my personal capacity being one of the workmen. The Petitioner union has not given any authorization to me to adduce evidence in this case." In the present matter, claim statement has been filed on behalf of the Insurance Employees Union represented by its General Secretary, Machilipatnam, Krishna District, but the witness states that he has no authorization from union to depose in the case and he is giving statement in his personal capacity. Thus, the claim of the Petitioner union in this matter can not be said to be proved by evidence of WW1. Further, WW1 states, "No appointment is given to me pursuant to my application. I know Respondent Corporation is a Government organization and their recruitment process for appointment of the staff. I have taken as a casual labour by the Respondents organization. At the time of necessity I had been engaged as a casual labour and continued to work." Further, witness WW1 states that, "Even though I had worked under the Respondent Management but directly money was not paid to me and money had been paid in some others name but I used to put my signature on the voucher." Workmen's claims that they were eligible to appear in the one time examination held by the LIC of India in compliance of the order of the Hon'ble Apex Court, but they have not filed any appointment letter issued by Respondent nor has produced identity cards to prove their appointment as temporary workmen further they failed to produce the document of more than five years service with LIC of India as a temporary employee as well as eligible to appear in one time examination for regularization. Thus the claim of the workmen that they are temporary employees and having more than 5 years service with the LIC of India is not held proved. Further WW1 admitted in his cross examination that he had worked with the LIC of India as daily wager whereas the policy for regularization scheme was meant for temporary employees who has been appointed under Temporary Employees Recruitment Rules, 1987 of LIC of India. Therefore, it is clear that the appointment of workmen was not made in the LIC of India under any rule or statute. Secondly, the workmen had not produced any proof of temporary service for more than five years with LIC of India and did not fulfill the criteria of eligibility as per instruction. The burden of proof to prove the eligibility for one time examination for regularization rest upon the workmen. He should have produced the evidence of payment of wages to them for five years or identity card or appointment letter but none of these was produced. Thus, he failed to discharge his burden of proof in this regard. Further, WW1 has nowhere stated that his initial appointment was made by competent authority and his appointment was made against the sanctioned post on which he was working as a temporary employee/daily wager. The other relevant proof of employment is payment of salary, to the workman by LIC of India. But WW1 states that wages were not paid to them directly and it was paid in dummy fictitious names. While the WW1 himself admitted in cross examination that he had no personal knowledge about the allegation made against the Respondent Management, the allegation made against the Respondent in this regard in claim statement not stands proved by evidence of WW1. Further, WW1 admits that, "he had worked as casual labour with the Respondent organization at the time of necessity and he had been engaged as a casual labour and continued to work. Thus, it manifest from the above that workman has not worked continuously for more than five years as a temporary employee, thus he was not found eligible for appearing in one time examination, for regularization.

15. Further, WW1 states that he was not paid wages directly but the wages were paid in some other's name and he used to put his signature on voucher. First of all the workman claimed to have worked with the LIC of India for more than six years as a daily wager and getting the wages payment regularly from employer, i.e., LIC of India. But at no point of time while receiving wage he had raised the objection that he had worked for the whole period then why he is being paid wages in other's name or dummy name. No single piece of evidence is adduced by Petitioner workman in this regard that he ever raised any objection or filed complaint against the LIC of India in the past in this regard. However, Respondent has categorically refuted such allegation in his evidence. Thus, in such circumstances, irresistible conclusion comes out that workman had not worked as a temporary employee against any sanctioned post and he was not appointed by competent authority. It can not be ruled out that he must be receiving the payment of wages in fictitious names, for some interest or the reasons best known to him. From the fore gone discussion this is irresistible conclusion that workman had worked as daily wager in the Respondent Corporation only as the need

and exigency basis. Thus, the workman himself has committed wrong by receiving the wages in fictitious names from LIC of India, therefore, he was not found eligible to appear in the one time examination scheme. As per settled law the wrong doer can not be allowed to take advantage of their own wrong committed by them. On this count, I find no force in the claim of the workmen.

In this context, the decision of the **Hon'ble Apex Court in the case of Hari Nandan Prasad & Anr. Vs. Employer I/R to Management of Food Corporation of India in Civil Appeal No.2417-2418/2014 dated 17.2.2014 is relevant**, wherein the Hon'ble Apex Court have held,

*"22. It is clear from the above that the Court emphasized the underline message contained in Umadevi's case to the effect that regularization of a daily wagger, which has not been appointed after undergoing the proper selection procedure etc. is impermissible as it was violative of Art.14 of the Constitution of India and this principle predicated on Art.14 would apply to the industrial tribunal as well inasmuch as there cannot be any direction to regularize the services of a workman in violation of Art.14 of the Constitution. As we would explain hereinafter, this would mean that the industrial court would not issue a direction for regularizing the service of a daily wage worker in those cases where such regularization would tantamount to infringing the provisions of Art.14 of the Constitution.*

*In the aforesaid circumstances giving of direction to regularize such a person, only on the basis of number of years put in by such a worker as daily wagger etc. may amount to backdoor entry into the service which is an anathema to Art.14 of the Constitution. Further, such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules). However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at par with them, direction of regularization in such cases may be legally justified, otherwise, non-regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Art. 14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality by upholding Art. 14, rather than violating this constitutional provision."*

Further, recently in the case of **Vibhuti Shankar Pandey Vs. The State of Madhya Pradesh & Ors. In CA dated 8.2.2023** Hon'ble Apex Court have held,

*"The appellant on the other hand, had set his claim for regularization as persons who were junior to him as daily wagers were regularized in the year 1990 or even before. The learned Single Judge while allowing the writ petition gave directions for regularization of the appellant from the date on which his juniors were regularized. This order was challenged by the State Government before a Division Bench which allowed the appeal of the State Government. The Division Bench rightly held that the learned Single Judge has not followed the principle of law as given by this Court in **Secretary, State of Karnataka and Ors. V. Umadevi and Ors.**', as initial appointment must be done by the competent authority and there must be a sanctioned post on which the daily rated employee must be working, These two conditions were clearly missing in the case of the present appellant. The Division Bench of the High Court therefore has to our mind rightly allowed the appeal and set aside the order dated 27.06.2019."*

In view of the law laid down by Hon'ble Apex Court workmen failed to prove their claim of eligibility criteria for appearing in one time examination for regular employment of LIC of India. Moreover, as they were not appointed against any sanctioned post by competent authority. Therefore, in view of the fore gone discussion and law laid down by Hon'ble Apex Court as mentioned above, the claim set up by Petitioner workmen in the present case for regularization is not acceptable for want of proof of their eligibility criteria as set up by the LIC of India and approved by the Hon'ble Apex Court in CA No.953-968/2005.

Thus, Point No.I is decided accordingly.

16. **Point No.II:** In view of the finding given in Point No. I, the Petitioner is not entitled to grant any relief and hence, petition is liable to be dismissed.

### **Result:**

The demand of the workmen through Insurance Employees Union, Machilipatnam to regularize the service of S/Shri D. Sivanageswara Rao, Pidatia Lakshmaiah, Shaik Kareemullah and Vanguri Sambasiva Rao as Peons in the LIC of India, Jaggaiahpet Branch, Krishna District is neither legal nor justified. Therefore, workmen concerned are not entitled to any relief as prayed for. Claim petition is dismissed.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 7<sup>th</sup> day of August, 2023.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the  
Petitioner

Witnesses examined for the  
Respondent

WW1: Sri D. Siva Nageswara Rao

MW1: Sri G. Srinivasa Rao

**Documents marked for the Petitioner**

Ex.W1: Photostat copy of report of ALC(C) to RLC(C) dt.2.2.2012  
Ex.W2: Photostat copy of minutes of enquiry of ALC(C)  
Ex.W3: Photostat copy of enquiry report of Dy. CLC(C) to CLC(C) 14.6.2012  
Ex.W4: Photostat copy of CBI enquiry report dt. 3.5.2012  
Ex.W5: Photostat copy of office noting of Central Vigilance Commission dt.26.2.2013  
Ex.W6: Photostat copy of show cause notice of ALC(C) to LIC of India dt.15.5.2012  
Ex.W7: Photostat copy of Order of Hon'ble Supreme Court of India in C. A No.953-968/2005  
Ex.W8: Photostat copy of LIC of India Peon recruitment notification dt. 20.5.2011  
Ex.W9: Photostat copy of memorandum of M/o Finance dt. 11.9.2015  
Ex.W10: Photostat copy of LIC of India counter affidavit in CC 951/2011.  
Ex.W11: Photostat copy of Lr. Np.SCZO/P & IR/D III dated 26.12.2012

Documents marked for the Respondent

NIL

नई दिल्ली, 11 सितम्बर, 2023

का.आ. 1428.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और इन्सुरेंस एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-2/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल -17011/15/2012-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1428.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 2/2013**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Insurance Employees Union** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-17011/15/2012-IR(M)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**

Present: **Sri IRFAN QAMAR**  
Presiding Officer

Dated the 14th day of August, 2023

**INDUSTRIAL DISPUTE No. 2/2013**

**Between:**

The General Secretary,  
Insurance Employees Union,  
7-530, Godugupet,

Turlapati Vari Street,  
Machilipatnam – 521001.

Krishna District, A.P.

..... Petitioner union

**AND**

The Branch Manager,

LIC of India, Branch Office,

Kandukur -523105, Prakasam District. A.P.

.... Respondent

**Appearances:**

For the Petitioner : Sri Sarosh Batsawala, Advocate

For the Respondent : Sri Venkatesh Dixit, Advocate

**AWARD**

The Government of India, Ministry of Labour by its order No. L-17011/15/2012-IR(M) dated 20/12/2012 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

**SCHEDULE**

“Whether the demand of the Insurance Employees Union, Machilipatnam to regularize the service of S/Shri V. Subbaiah and D. Madhava Rao as Peons in the LIC of India, Kandukur Branch Office is legal and justified? What relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 2/2013 and notices were issued to the parties concerned.

**2. The averments made in the claim statement are as follows:**

This dispute pertains to the aggrieved workmen of LIC of India-Machilipatnam and Nellore Divisions who have been working for periods in excess of 6 years, mainly as peons in offices of LIC of India and designated differently using different nomenclatures by LIC of India and remunerated sometimes in their own names and mostly using fictitious names, so as to deny them the benefits of leave, PF, ESI etc., and also to prevent them from seeking permanent employment in LIC of India. They are made to work for years together receiving remuneration which was not even the minimum wage. It is submitted that due to fear of loss of livelihood, many of the workmen coming of poorest strata of the Society and belonging to SC/ST/OBC continued to work for years together with the hope that some day they would receive justice and a permanent place in LIC of India. Earlier, National Industrial Tribunal NTB-1 of 1985, NTB-1 of 1987 gone through this problem and passed awards. The Union have taken the cause of these workmen even before the Supreme Court, in CA 953-968 of 2005 through our representations to Zonal Authorities dated 13<sup>th</sup> April, 2009 and 10<sup>th</sup> July, 2010. Hon'ble Supreme Court of India has passed an order on 18<sup>th</sup> January, 2011 in Civil Appeal Numbers 953-968 of 2005 based on a Scheme put forth before Hon'ble Supreme Court of India by LIC of India. This Scheme envisaged giving appointment to workmen based on a one time Special Examination and Interview. LIC of India framed rules and issued instructions for implementation of the Order of Supreme Court dated 18<sup>th</sup> January, 2011 and 20<sup>th</sup> May, 2011. These rules were left for implementation to the mercy and discretion of several Appointing Authorities in each division of LIC of India. It is submitted that in some Divisions authorities issued service certificates to workmen who received emoluments in different/fictitious names, whereas in some other Divisions such workmen were refused to enter into the process of recruitment. Petitioner Union raised an Industrial Dispute before the Assistant Labour Commissioner(Central) who conducted Conciliation Proceedings in July, 2012. The Conciliation ended in a failure. Consequently Government of India, Ministry of Labour and Employment referred this matter to this Hon'ble Tribunal. As a result of union's representation to Chief Labour Commissioner(Central) these workmen were paid wages according to Minimum Wages Act 1948 from August, 2011 only. Now they are receiving wages in their own name also. The independent investigations made by Assistant Labour Commissioner(Central) and Deputy Chief Labour Commissioner(Central) bear testimony to the fact that the workmen were remunerated in fictitious names earlier, resulting in denial of opportunity to enter the process of recruitment envisaged by the Hon'ble Supreme Court on 18<sup>th</sup> January, 2011 in CA 953-968 of 2005. The Category of workmen whose cause we champion are certainly governed under the Supreme Court order but were prevented to enter the process of recruitment as a result of unfair labour practice of remunerating the workmen under different/fictitious names. This unfair labour practice is unearthed by the Central Labour Authorities. The names and details of the workmen and also their ID numbers are enclosed as Annexure. Now the Zonal Office of LIC of India, Hyderabad has instructions to Divisional Offices to terminate/remove all these workmen. These instructions are issued after the issue of the orders of Ministry of Labour and Employment dated 18<sup>th</sup> December, 2012 and clearly attract the provisions of Section 33A of Industrial Disputes Act, 1947. Hence, it is prayed to stop LIC of India from going ahead with this plan. Further it is prayed that the practice of remunerating Temporary Workmen with false names was being

followed in 1980s, 1990s and up to 2011 also. This matter received the consideration of earlier NITs. It is submitted that extracts from the Award of Justice Jamdar referred above, indicates the unfair labour practice of employing persons on temporary basis and remunerating them under false/fictitious names. This practice was of LIC's creation and much earlier to the present order of the Hon'ble Supreme Court of India in CA 953-968 of 2005, Dt.18.1.2011. It is submitted that this practice of LIC be put to an end and Respondent be directed to continue all these workmen in employment and make them permanent. Petitioner union be allowed to file material/information as supplement to this statement as additional claim. Therefore, it is prayed to direct LIC of India and their Authorities to continue these workmen in employment at their respective places of work and restrain LIC from doing anything adverse in the matter. It is further prayed to absorb these workmen in permanent posts by conducting a separate test.

3. **Respondent filed counter denying the averments of the Petitioner as under:**

It is submitted that the present ID is not just and sustainable in law and the same is liable to be dismissed. It is submitted that the present ID is not maintainable, as the present petitioner, who is represented by the Union already approached the Hon'ble AP High Court prior to filing of the subject matter/ I.D. and the same is liable to be dismissed. It is submitted that, the petitioners/workmen are not contract sub-staff and no temporary appointment letter was given to the petitioners, but they worked on daily wage basis whenever there was work. It is submitted that the respondent Corporation has announced for Recruitment of Peons vide Notification dated 20.5.2011 as per the directions of the Hon'ble Supreme Court in CA Nos.953-968 of 2005 of DV Anil Kumar and Others Vs. LIC of India. Respondent has followed the instructions specified in the Notification and all the candidates who satisfied all the eligibility criteria were allowed to attend the One-Time Written Examination held on 26.6.2011. It was also specified in the Notification that the onus of furnishing authentic documentary proof at the time of submission of application shall be on the candidate. It is further submitted that there has been no instance of any case where this Division of LIC being questioned, before any court of law. All the candidates who have submitted their applications along with all necessary proofs of eligibility, were allowed for the test. It is submitted that it is not correct that the Petitioners are drawing meagre salaries in fictitious names. It is submitted that there were no complaints till date regarding non-receipt of wages by any of the daily wagers, which shows the prompt and systematic payment of wages to daily wagers. The amount paid per day for a person who was engaged as a daily wager is paid according to the Law and respondent Corporation is following the procedure laid down in this regard. Due to the pendency of recruitment in Peon cadre, respondent Corporation have been engaging daily wagers, mostly for attending peon duties, as per the requirement. It is also submitted that the Corporation did not deny the available chances of the daily wagers as per their entitlements. Respondent Corporation has been following the instructions given by Competent Authority of the Corporation regarding the engagement of daily wagers. It is submitted that no unlawful action was taken by respondent Corporation in engaging the daily wage workmen. It is submitted that the Hon'ble Supreme Court of India, while disposing of the Civil Appeals No.953-968, issued Orders to LIC of India, that, as a one time measure, to recruit all the eligible Temporary Employees under Class IV cadre, who are working in LIC of India for more than 5 years as on 18.1.2011 and who possess minimum eligible qualifications and age at the relevant time of their entry into LIC of India, by holding a limited written examination (falling under Category A). It was also specified in the Notification that the candidates falling under Category A, will have to submit copies of proof of their working with the Corporation for more than 5 years as on 18.1.2011. It was further specified that the onus of furnishing the authentic documentary proof for the same at the time of submission of the application shall be on the candidate. Further it was also clarified that Temporary Class IV Employees connotes Watchman, Sweeper, Hamal, Gardener, Guest House Caretaker, Electrician, Plumber, Daily Wager, Temporary Part-Timer etc. LIC of India has scrupulously followed these instructions and all the candidates who satisfied all the eligibility criteria were allowed to attend the one time written examination held on 26.6.2011. It is further submitted that LIC of India (Employment of Temporary Staff) Instructions, 1993 are separate set of instructions issued by Respondent corporation with regard to appointment of staff on temporary basis. Corporation has not promulgated the issue of daily wagers along with that of temporary staff. It is submitted that the Corporation have not engaged any workmen on temporary basis since many years and the Petitioners under this Petition are engaged only on daily wage basis. Since, the Hon'ble Supreme Court of India, while disposing the Civil Appeals issued orders to LIC of India, as a one time measure, to recruit all the eligible temporary employees under Class IV Cadre, who possessed minimum eligible qualifications, the Corporation has followed those instructions scrupulously. It is further submitted that the petitioners in the present ID are engaged by respondent Corporation on daily wage basis and they are not found eligible to write the one time examination and there is no unlawful method adopted in not allowing them to write the examination. It is submitted that the issue of engaging workmen on daily wage basis was verified by various authorities, basing on the anonymous complaints given by some persons, but no adverse reports were submitted to this respondents, which clearly show that there is no misappropriation of funds of this respondent Corporation and this Corporation has been paying the wages to the daily wagers very promptly and in the name as has been furnished by the daily wagers himself. But, some daily wagers, who were not qualified to appear for the written test, including the Petitioners, made complaints alleging about the criminal activity of misappropriation of funds by Divisional Officials, after having worked without any problem. It is submitted that the daily wagers are being paid a consolidated amount of Rs.257/- per day in B-Class cities which is more than the rates suggested by the Regional Labour Commissioner. It is wrongly presented by the Petitioners that they were paid wages. Since, the Petitioners were engaged only on daily wage basis (were not given appointment on



temporary basis), the wages paid to them cannot be paid from Salary Account. It is highly objectionable to state that the Corporation Funds are misappropriated, without any valid proof. Every daily wagger was aware of the fact that he was engaged on daily wage basis and there is no provision in LIC of India to regularize or appoint the daily wagger on permanent basis. It is a baseless allegation to state that the Office is playing with the lives of the daily wagers. It is further submitted that it is also highly objectionable to state that the LIC of India have succeeded in deceiving the Hon'ble Courts and Constitutional Authorities and their baseless conclusions cannot be accepted. The Petitioners are not competent enough to conclude that LIC of India is submitting false counter Affidavits before the Courts. At any level respondent Corporation has not received any adverse reports either from CVC or CVO or CBI till date. There is no specific salary account to respondent Corporation for Payment of daily wages to these daily wagers/badly workers. Respondent Corporation has been following the prescribed method of payment of daily wages as per the instructions of the Competent Authority from time to time. It is submitted that Petitioners engaged only on daily wage basis but it was wrongly represented as on temporary basis. In case Appointments, a letter of appointment shall be given only to workmen appointed on temporary basis and the remuneration paid shall be termed as Salaries and the same shall be paid from Salaries Account. All the temporary appointments are made according to the LIC (Employment of Temporary Staff) Instructions, 1993. But, the petitioners were engaged only on daily wage basis depending upon the requirement of Respondent Offices, they can not be issued the appointment letters and the remuneration paid cannot be paid from Salaries Account. It is submitted that the applications of the candidates who have submitted with all necessary documentary proof were considered by higher Office. The applicants were advised to obtain their proof of working with the Corporation for more than 5 years as on 18.1.2011, from the concerned In-Charges of the Branches in which they have worked. It is also specified in the Notification that the onus of obtaining necessary proof shall lie with the candidate only. It may be reiterated that the records are maintained in the names of the daily wagers, as furnished by the daily wagger himself. The eligible candidates were considered only basing on the documentary proofs submitted by the candidates. Since the daily wagers are not appointed on permanent basis, their remuneration cannot be paid from Salaries Account. The payment to a daily wagger shall be made after verifying the name mentioned by the daily wagger in the voucher with that of the name orally furnished by the daily wagger at the Cash Counter. Respondent follows a systematic procedure in making any payment, viz, one prepares the Voucher, the Supervisory Official checks the Voucher and the concerned Head of the Department passes the Voucher. No single Official was continued to work for the same job of preparing the Vouchers or for checking and passing them for the past 18 years, as has been alleged in the Petition. It is not correct that the Officials of the Corporation are exploiting the daily wagers on payment of pittance in the name of wages. It is submitted that 35 candidates who are working as daily wagers filed WP No:16063 of 2011 praying the Hon'ble High Court of AP to pass an appropriate orders to the respondent/LIC in not forwarding the applications of the petitioners and also not allowing them to appear for the examination to be conducted on 26.6.2011. After hearing the same the Hon'ble High Court disposed the Writ with a direction that is if the petitioners fulfill the conditions viz., they are working in LIC as class IV employees for more than five years as on 18.1.2011 and possess minimum eligible qualification, age, their applications shall be forwarded to the authorities concerned and take appropriate decision by the second respondent/SDM DO Machilipatnam in accordance with the records maintained by them with due diligence. As the above said Writ petitioners are not found eligible they have not appeared for the written examination. There after the said writ petitioners filed a CC No:951/2011 against the orders dt. 15.6.2011 against the respondent Corporation with a prayer to punish the respondent for the alleged violation of the order dt.15.6.2011 passed in WP No.16063 of 2011 and to that effect a detailed counter affidavit was filed by the respondent Corporation stating that the petitioners did not actually work for more than five years as on 18.1.2011, and therefore there was no willful disobedience of the orders and the Hon'ble High Court came to the conclusion and the contempt case was dismissed without costs. It is submitted that having every knowledge that the petitioners are working as daily wagers they are seeking all remedies before the court of law and the litigation is un warranted. It is submitted that the petitioners under the ID are working as daily wagers and issuance of pay slips to the temporary workmen does not arise as they are not regular employees. Respondent Corporation is maintaining the necessary records and paying the wages as per law to the petitioners herein in that aspect there is no dispute. It is submitted that there is no obstinate stand taken by the respondent Corporation and the Writ petition No:16063/2011 and the CC No:951/2011 passed by the Hon'ble High Court and the respondent Corporation has taken proper steps in identifying the eligible candidates and the eligible candidates were appointed as per their entitlement and all other allegations are denied. It is submitted that the temporary workmen those who are appointed as per LIC of India (Employment of Temporary Staff) Instructions 1993 dt.28.6.1993, but no workmen under class IV cadre were appointed as Temporary workmen for the past several years in Machilipatnam Division. Daily wage workers are engaged, as per the requirement of the offices. Appointment letters shall be given only to those workmen who are appointed on Temporary Basis and no such letters shall be issued to Daily Wagers. Moreover, remuneration shall be paid to the Daily Wage workers for the services rendered by them and such payment shall not be treated as Salaries and cannot be paid through Salary Account. It is submitted that there are no instructions in LIC of India to regularize or to absorb a temporary workman or a daily wagger, for whatever period they have worked. It is further clarified in our LIC of India (Staff) Regulations, 1960, under Regulation.8(2) that no person appointed as temporary workmen shall by reason of such appointment be entitled to absorption in the service of the Corporation or claim preference for recruitment to any post. The scope of the case referred to by the Petitioners under the Orders of CGIT, New Delhi, in ID No.27 of 1991 dt.18.6.2001, that temporary employee who completes 85

days of service has to be absorbed by the Corporation, is limited only to that particular specific case and the same cannot be applied to all the other cases. The respondent Corporation is following the systems and procedures specified in the LIC of India (Staff) Regulations and specific instructions issued by the Corporation from time to time. It is submitted that the CC 951 of 2011 was dismissed by the Hon'ble High Court against the Respondent Corporation with a clear observation that there are no disobedience of orders passed in WP No:16063 of 2011. Making repeated allegations against the same subject matter before the different courts is nothing but abuse of the legal machinery. It is further submitted that the petitioners represented by their union secretary filed Public Interest litigation PIL No:494/2013 before the Hon'ble High Court against the same subject matter, which is disposed on 9.12.2013 in view of the dismissal order passed in WP 19445/2011 by the Hon'ble High Court of AP. A copy of the order passed in PIL No:494/2013 and a copy of the Order passed in WP No.19445/2011 are also filed. It is also Submitted that the petitioner has filed a WP No.37210/2013 on 9.12.2013 for with the same prayer. It is submitted that as per the procedure there is no such practice of issuing of ID numbers to the daily wagers. It is submitted that as per regulation No:33 of ID Act which deals with the conditions of the service etc., to remain unchanged under certain circumstances during the pendency of the dispute. The subject dispute under ID Act was said to be filed on 10.1.2013 where as the Hon'ble Apex Court has issued its orders dt.18.1.2011 regarding the appointment of eligible candidates as class IV employees and also removal of ineligible candidates which includes these daily wagers. All the subsequent acts of removal of these daily wagers are only the acts of implementing the Hon'ble Apex court order on the instructions of the Corporation. Hence the allegation of removal of the daily wagers was not given during the pendency of the dispute but only on the observation of the Hon'ble Apex Court which is given as under:

"Such of those temporary employees who do not apply and or not successful shall cease to be in the employment. It is clarified that those temporary persons, who are not governed under these submissions, shall also cease to be in the employment." It is submitted that all the daily wagers under Machilipatnam Division are removed as per the Apex court order in the month of January 2013 out of them, some of the daily wagers are again engaged in the month of March 2013 due to the office exigencies. In the present ID five persons were shown as daily wagers, whereas in the petition only four petitioners were arrayed and the details of the daily wagers under the ID are as under:

- (i) Vadlamudi Subbaiah - Presently working at Kandukur Branch Office
- (ii) D. Madhava Rao - Presently working at Kandukur Branch Office

It is submitted that in the circumstances the daily wagers who are being represented by their union are only engaged on daily wage basis and they are not appointed on Temporary basis and they are aware of their engagement at the time of their engagement itself. It is further submitted that the daily wagers are not permanent employees of the Corporation. It is further submitted that there is no cause of action for the present petition. Hence, the present petition is not maintainable as devoid of merits and is liable to be dismissed.

4. Petitioner union examined Sri Vadlamudi Subbaiah as WW1. The witness got marked Photostat copies of ten documents which were marked as Ex.W1 to W10. Respondent examined Sri C. Madhusudhan as MW1 and Management witness marked Photostat copy of letter dated 26.12.2012 of the Respondent organization as Ex.W11.

5. Perused written arguments filed by both parties.

6. Although Petitioner union has taken number of pleas in their claim statement but the question regarding regularization of workmen has been referred through the reference for adjudication in the present matter. Therefore, we are confined to adjudicate the issue of regularization of workmen in the present matter.

7. **On the basis of pleadings of both the parties, following issues emerge for determination:-**

- 1. Whether the workmen are entitled for regularization or absorption in the employment of LIC of India on permanent basis as alleged in the claim statement?
- 2. To what relief the workmen are entitled?

#### **FINDINGS:-**

8. **Point No.I:** In order to prove and fortify the version of workmen WW1 has been examined in evidence. WW1 in his testimony claimed that he along with other workmen had worked with Respondent LIC of India for more than 11 years and Respondent designated them differently using different nomenclatures and some times using fictitious names so as to deny him the benefit of leaves, PF, ESI etc., and also to prevent him from seeking permanent employment in LIC of India. They made him to work for years together received remuneration which was not even the minimum wages. For the fear of loss of work, the workmen did not protest with the hope that some day they would receive justice and permanent place in the LIC of India. WW1 further testify that Hon'ble Apex Court passed an order on 18.1.2011 in C.A. No. 953-968/2005. Hon'ble Apex Court has approved the scheme submitted by LIC of India for regularization of temporary employees. The scheme envisage one time Special Examination and interview to regularize the temporary employees as per eligibility criteria. Therefore, LIC of India framed rules and issued instructions for implementation of the Order of Supreme Court. These rules were left for implementation to the mercy and discretion of several Appointing Authorities in each division of LIC of India. In some Divisions



authorities issued service certificates to workmen who received emoluments in different/fictitious names, whereas in some other Divisions such workmen were refused to enter into the process of recruitment because of chaotic situation in 2011 and workmen denied opportunity seeking Permanent employment were forced to knock every door. The Category of workmen whose cause Petitioner union were certainly governed under the Supreme Court order but were prevented to enter the process of recruitment as a result of unfair labour practice of remunerating the workmen under different/fictitious names. This unfair labour practice is unearthed by the Central Labour Authorities.

9. On the other hand, Respondent has refuted the said plea of the Petitioner union in his counter. He contended that the Petitioners in the present petition are not appointed on a temporary basis but they were taken only on daily wage basis. But it is wrongly represented in the petition that they have been working as temporary workmen. In case of the temporary appointments, letter of appointment shall be given only to workmen appointed on temporary basis and the remuneration paid shall be termed as salaries and the same shall be paid from Salaries Account. All the temporary appointments are made according to the LIC of India (Employment of Temporary Staff) Instructions, 1993. But the Petitioners under the petition were engaged only on daily wage basis depending upon requirement of offices of Respondent and they can not be issued the appointment letters and the remuneration paid can not be paid from salary account. Further it is contended that the Respondent corporation has scrupulously followed the orders issued by the Hon'ble Supreme Court of India by disposing the C.A.No.953-968/2005 and followed the instructions notified in the notification dated 20.5.2011 and the instructions issued by the Central Office. Further, it is contended that, the applications of the candidates who have submitted with all necessary documentary proof were considered by higher authority. Applicants were asked to obtain their proof of working with the Corporation for more than 5 years as on 18.1.2011 from the concerned In-charges of the branches in which they have worked. It is also specified in the notification that the onus of obtaining necessary proof shall lie with the candidates only. It is further contended that the records are maintained in the names of the daily wagers, as furnished by the daily wager himself. The eligible candidates were considered only basing on the documentary proofs submitted by the candidates. Since the daily wagers are not appointed on temporary basis their remuneration can not be paid from salaries account and payment is to be made after verifying the name mentioned by the daily wager in the voucher with that of the name orally furnished by the daily wager at the cash counter. Respondent Management follow a systematic procedure in making any payment i.e., one prepares the voucher, the Supervisory Official checks the voucher and the concerned Head of the Department passes the voucher. No single official was continued to work for the same job of preparing the vouchers or for checking and passing them for the past 18 years as has been alleged in the petition. It is also not correct to state that officials of the corporation are exploiting the daily wagers on payment of pittance in the name of wages. It is also contended that Petitioner under the ID are working as daily wager and issuance of pay slip to the daily workers does not arise as they are not regular employees. In this context all other allegations are denied and this Respondent Corporation is maintaining the necessary records and paying the wages as per law to the Petitioners herein in that aspect there is no dispute.

10. Before proceeding to examine the claim of workmen, it would be pertinent to look into direction of the Hon'ble Supreme Court of India given in C.A.No.953-968/2005 vide judgement dated 18.1.2011, which has been extracted as below:-

“One time limited examination for those of temporary persons who are working in LIC of India for more than five years and who had possessed minimum eligible qualification and age as prescribed at the relevant time of their entry into LIC India would be considered. For this purpose, LIC of India will hold a limited written examination which will be in the vernacular language with a limited syllabus which will be announced in advance.

- The successful short listed candidates shall be called for the interview. Such of those persons who are successful in the interview shall be initially appointed and posted anywhere in the respective zone.
- Such of those temporary employees who do not apply and or not successful shall cease to be in the employment. It is clarified that those temporary persons who are not governed under these submissions, shall also cease to be in the employment.
- Those who are recruited shall be governed by the rules as applicable to Class IV employees and they shall not be entitled to claim any other benefit regarding their past service rendered as temporary employees.
- In so far as open market candidates who had appeared in the written test at the relevant time and who were successful in the same shall be called for interview along with temporary employees. Such of those persons who shall be successful in the interview shall be offered appointment and the conditions as applicable to temporary persons in so far as offer of appointment shall be applicable to the open market persons as well.”

11. In the present matter workmen in this case claims that they are eligible to appear in the examination as per guidelines fixed by Hon'ble Supreme Court of India in C.A.No.953-968/2005 but their candidatures were ignored for the written examination held on 26.6.2011. Actually they were in the Corporation but the authorities have been paying wages by affixing their signatures in others' dummy names.

12. On the other hand, Respondent witness MW1 has contended that the Petitioners in dispute are daily wage earners, they were on daily wage basis, whenever there was work which was in contingent nature. They are paid wages as per Minimum Wages Act. They are not appointed as contract Sub-staff or to any Class. IV posts nor appointed on temporary basis. The persons are engaged by the Respondent on need basis to do miscellaneous jobs who are available in local area. The persons in dispute who are not eligible to appear in the one time examination, resorted to make false allegations stating that the wages were paid to them on dummy and fictitious names. MW1 further states when the appointments are regulated by Statutory Rules, the concept of Industry to that extent stands excluded. Petitioners are not appointed to any post in accordance with rules. Further, MW1 states that, one time limited examination for those temporary persons who are working in LIC of India for more than 5 years and possess minimum educational qualifications, who possess minimum eligible qualifications and age as prescribed at the relevant time of their entry into the LIC of India, such of those temporary employees who do not apply or not successful in the examination shall cease to be in the employment, including those temporary persons who are not governed under these conditions, shall also cease to be in the employment.

13. It is also stated that workmen were asked to obtain the proof of working with LIC of India for more than five years as on 18.1.2011 from the concerned Incharge of branches in which they had worked. It was also specified in the notification that onus of obtaining necessary proof of employment lies upon candidates. The eligible candidates were considered only basing upon the proof submitted by them. But as per the instruction issued, the workmen in the present matter did not submit the proof of five years work with the Corporation, hence, their candidatures were not considered. However, as regards the allegation of discrimination and malpractice in the said examination/event the workmen approached the Hon'ble High Court through writ and Hon'ble High Court was pleased to dismiss the said petition as found baseless and without substance. Therefore, in compliance of the direction of the Hon'ble Apex Court in CA No.953-968/2005, LIC of India has conducted one time examination for regularization of the temporary employees who possess eligibility criteria of more than five years service with the LIC of India.

14. Whereas on the other hand, WW1 in chief examination has reiterated and supported the version as stated in the claim statement but in the cross examination he states that, "I have not filed any identity card in this case in support of proof of my identity. The Respondent has not issued any identity card to me. This dispute has been filed by our union being represented by its General Secretary. I am deposing in this case in my personal capacity being one of the workmen. The Petitioner union has not given any authorization to me to adduce evidence in this case." In the present matter, claim statement has been filed on behalf of the Insurance Employees Union represented by its General Secretary, Machilipatnam, Krishna District, but the witness states that he has no authorization from union to depose in the case and he is giving statement in his personal capacity. Thus, the claim of the Petitioner union in this matter can not be said to be proved by evidence of WW1. Further, WW1 states, "No appointment is given to me pursuant to my application. I know Respondent Corporation is a Government organization and their recruitment process for appointment of the staff. I have taken as a casual labour by the Respondents organization. At the time of necessity I had been engaged as a casual labour and continued to work." Further, witness WW1 states that, "Even though I had worked under the Respondent Management but directly money was not paid to me and money had been paid in some others name but I used to put my signature on the voucher." Workmen's claims that they were eligible to appear in the one time examination held by the LIC of India in compliance of the order of the Hon'ble Apex Court, but they have not filed nay appointment letter issued by Respondent nor has produced identity cards to prove their appointment as temporary workmen further they failed to produce the document of more than five years service with LIC of India as a temporary employee as well as eligible to appear in one time examination for regularization. Thus the claim of the workmen that they are temporary employees and having more than 5 years service with the LIC of India is not held proved. Further WW1 admitted in his cross examination that he had worked with the LIC of India as daily wager whereas the policy for regularization scheme was meant for temporary employees who has been appointed under Temporary Employees Recruitment Rules, 1987 of LIC of India. Therefore, it is clear that the appointment of workmen was not made in the LIC of India under any rule or statute. Secondly, the workmen had not produced any proof of temporary service for more than five years with LIC of India and did not fulfill the criteria of eligibility as per instruction. The burden of proof to prove the eligibility for one time examination for regularization rest upon the workmen. He should have produced the evidence of payment of wages to them for five years or identity card or appointment letter but none of these was produced. Thus, he failed to discharge his burden of proof in this regard. Further, WW1 has nowhere stated that his initial appointment was made by competent authority and his appointment was made against the sanctioned post on which he was working as a temporary employee/daily wager. The other relevant proof of employment is payment of salary, to the workman by LIC of India. But WW1 states that wages were not paid to them directly and it was paid in dummy fictitious names. While the WW1 himself admitted in cross examination that he had no personal knowledge about the allegation made against the Respondent Management, the allegation made against the Respondent in this regard in claim statement not stands proved by evidence of WW1. Further, WW1 admits that, "he had worked as casual labour with the Respondent organization at the time of necessity and he had been engaged as a casual labour and continued to work. Thus, it manifest from the above that workman has not worked continuously for more than five years as a temporary employee, thus he was not found eligible for appearing in one time examination, for regularization.

15. Further, WW1 states that he was not paid wages directly but the wages were paid in some other's name and he used to put his signature on voucher. First of all the workman claimed to have worked with the LIC of India for more than six years as a daily wagger and getting the wages payment regularly from employer, i.e., LIC of India. But at no point of time while receiving wage he had raised the objection that he had worked for the whole period then why he is being paid wages in other's name or dummy name. No single piece of evidence is adduced by Petitioner workman in this regard that he ever raised any objection or filed complaint against the LIC of India in the past in this regard. However, Respondent has categorically refuted such allegation in his evidence. Thus, in such circumstances, irresistible conclusion comes out that workman had not worked as a temporary employee against any sanctioned post and he was not appointed by competent authority. It can not be ruled out that he must be receiving the payment of wages in fictitious names, for some interest or the reasons best known to him. From the fore gone discussion this is irresistible conclusion that workman had worked as daily wagger in the Respondent Corporation only as the need and exigency basis. Thus, the workman himself has committed wrong by receiving the wages in fictitious names from LIC of India, therefore, he was not found eligible to appear in the one time examination scheme. As per settled law the wrong doer can not be allowed to take advantage of their own wrong committed by them. On this count, I find no force in the claim of the workmen.

In this context, the decision of the **Hon'ble Apex Court in the case of Hari Nandan Prasad & Anr. Vs. Employer I/R to Management of Food Corporation of India in Civil Appeal No.2417-2418/2014 dated 17.2.2014 is relevant**, wherein the Hon'ble Apex Court have held,

*"22. It is clear from the above that the Court emphasized the underline message contained in Umadevi's case to the effect that regularization of a daily wagger, which has not been appointed after undergoing the proper selection procedure etc. is impermissible as it was violative of Art.14 of the Constitution of India and this principle predicated on Art.14 would apply to the industrial tribunal as well inasmuch as there cannot be any direction to regularize the services of a workman in violation of Art.14 of the Constitution. As we would explain hereinafter, this would mean that the industrial court would not issue a direction for regularizing the service of a daily wage worker in those cases where such regularization would tantamount to infringing the provisions of Art.14 of the Constitution.*

*In the aforesaid circumstances giving of direction to regularize such a person, only on the basis of number of years put in by such a worker as daily wagger etc. may amount to backdoor entry into the service which is an anathema to Art.14 of the Constitution. Further, such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules). However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at par with them, direction of regularization in such cases may be legally justified, otherwise, non-regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Art. 14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality by upholding Art. 14, rather than violating this constitutional provision."*

Further, recently in the case of **Vibhuti Shankar Pandey Vs. The State of Madhya Pradesh & Ors. In CA dated 8.2.2023** Hon'ble Apex Court have held,

*"The appellant on the other hand, had set his claim for regularization as persons who were junior to him as daily wagers were regularized in the year 1990 or even before. The learned Single Judge while allowing the writ petition gave directions for regularization of the appellant from the date on which his juniors were regularized. This order was challenged by the State Government before a Division Bench which allowed the appeal of the State Government. The Division Bench rightly held that the learned Single Judge has not followed the principle of law as given by this Court in **Secretary, State of Karnataka and Ors. V. Umadevi and Ors.**', as initial appointment must be done by the competent authority and there must be a sanctioned post on which the daily rated employee must be working. These two conditions were clearly missing in the case of the present appellant. The Division Bench of the High Court therefore has to our mind rightly allowed the appeal and set aside the order dated 27.06.2019."*

In view of the law laid down by Hon'ble Apex Court workmen failed to prove their claim of eligibility criteria for appearing in one time examination for regular employment of LIC of India. Moreover, as they were not appointed against any sanctioned post by competent authority. Therefore, in view of the fore gone discussion and law laid down by Hon'ble Apex Court as mentioned above, the claim set up by Petitioner workmen in the present case for regularization is not acceptable for want of proof of their eligibility criteria as set up by the LIC of India and approved by the Hon'ble Apex Court in CA No.953-968/2005.

Thus, Point No.I is decided accordingly.

16. **Point No.II:** In view of the finding given in Point No. I, the Petitioner is not entitled to grant any relief and hence, petition is liable to be dismissed.

#### **Result:**

The demand of the Insurance Employees Union, Machilipatnam to regularize the service of S/Shri V. Subbaiah and D. Madhava Rao as Peons in the LIC of India, Kandukur Branch Office is neither legal nor justified. Therefore, workmen concerned are not entitled to any relief as prayed for. Claim petition is dismissed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 14<sup>th</sup> day of August, 2023.

IRFAN QAMAR, Presiding Officer

#### Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

WW1: Sri V. Subbaiah

MW1: Sri G. Srinivasa Rao

#### Documents marked for the Petitioner

- Ex.W1: Photostat copy of report of ALC(C) to RLC(C) dt.2.2.2012  
 Ex.W2: Photostat copy of minutes of enquiry of ALC(C)  
 Ex.W3: Photostat copy of enquiry report of Dy. CLC(C) to CLC(C) 14.6.2012  
 Ex.W4: Photostat copy of CBI enquiry report dt. 3.5.2012  
 Ex.W5: Photostat copy of office noting of Central Vigilance Commission dt.26.2.2013  
 Ex.W6: Photostat copy of show cause notice of ALC(C) to LIC of India dt.15.5.2012  
 Ex.W7: Photostat copy of Order of Hon'ble Supreme Court of India in C. A No.953-968/2005  
 Ex.W8: Photostat copy of LIC of India Peon recruitment notification dt. 20.5.2011  
 Ex.W9: Photostat copy of memorandum of M/o Finance dt. 11.9.2015  
 Ex.W10: Photostat copy of LIC of India counter affidavit in CC 951/2011.  
 Ex.W11: Photostat copy of Lr. No.SCZO/P & IR/D III dated 26.12.2012

#### Documents marked for the Respondent

NIL

नई दिल्ली, 11 सितम्बर, 2023

का.आ. 1429.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और इंडियन एयरपोर्ट्स कामगार यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.-5/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल -11011/9/2011-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1429.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 5/2012**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India** and **Indian Airports Workers Union** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-11011/9/2011-IR(M)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE**  
**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT**  
**HYDERABAD**

**Present: - Sri Irfan Qamar, Presiding Officer**

Dated the 7<sup>th</sup> day of August, 2023

**INDUSTRIAL DISPUTE No. 5/2012**

**Between:**

General Secretary,

Indian Airports Kamgar Union, C/o AAI,

T-33/1, Airport Colony, Hyderabad Airport Begumpet,

Hyderabad -16.

.....Petitioner/Union

**AND**

1. The Regional Executive Director,  
 Airport Authority of India (NAD),  
 Chennai Airport,  
 Chennai – 600 027.

2. The Airport Director,  
 Airport Authority of India,  
 Begumpet, Hyderabad  
 Hyderabad – 500 016.

... Respondents

**Appearances:**

For the Petitioner : M/s. Ch. Indra Sena Reddy, Advocates

For the Respondent : M/s. A.K. Jayaprakash Rao & M. Govind, Advocates

**AWARD**

The Government of India, Ministry of Labour by its order No.L-11011/9/2011-IR(M) dated 16.1.2012 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Airport Authority of India and their workmen. The reference is,

**SCHEDULE**

“Whether the action of the Management of Airport Authority of India, Hyderabad in transferring Sri G. A. Rudrappa, Sr. Superintendent (FS) HS and Sri Avtar Singh, Sr. Superintendent (FS) is justified and legal? What relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 5/2012 and notices were issued to the parties concerned and the Petitioner entered appearance. Petitioner filed claim statement.

**2. The averments made in the petition in brief are as follows:**

It is submitted that during the pendency of this ID, one of the workmen, Sri Avtar Singh was given choice posting to Hyderabad. Therefore, he ceased to be aggrieved workman in the present dispute. Another aggrieved workman Sri G. Rudrappa filed claim statement stating therein, that he has been working in the Airport Authority of India since 29.3.1982/2.10.1989 as Fire Operator. By virtue of promotions he has been working as Sr. Superintendent (Fire Service). It is submitted that the workman was issued with memorandum dated 11.6.2009, transferring him from Hyderabad to Madhurai. It is prayed to declare the action of the Respondents in transferring the workman from Hyderabad to Madhurai as illegal, unjust, contrary to law and grant him the relief of necessary compensation and other consequential benefits.

3. Case is fixed for filing of counter by Respondent. At this stage counsel for Respondent filed IA No. 54/2014, submitting therein that the workman Sri G.A. Rudrappa had also filed earlier one WP No.20534/2009 in the Hon'ble High Court of A.P., challenging the impugned order dated 11.6.2009 whereby he was transferred from Hyderabad to Madhurai with immediate effect and the Hon'ble High Court in the aforesaid petition vide order dated 14.12.2009 has given the finding that, “no malafides are attributed against any of the officers of the Respondents except making a vague allegation that the Petitioner being a Union Leader was victimized. No other justifiable ground could be made out to show that the impugned order is contrary to law and further proposed interference by

*this Court is unwarranted and accordingly writ petition was dismissed.”* Thus, the writ petition of the workman against the impugned order under challenge in this reference has already been dismissed on merit by Hon’ble High Court of A.P. Now, the workman again agitated the same dispute before the Tribunal on the same ground and the claim petition filed by the Petitioner is barred by principles of res judicata.

4. Therefore, in the present matter when the dispute regarding transfer order of the workman has been finally heard and decided by the Hon’ble High Court of A.P., in WP No.20534/2009 dated 14.12.2009, now for the same relief workman can not agitate or re-agitate the same dispute in this reference i.e., ID No.5/2012. Thus, the doctrine of res judicata equally applies to the present claim petition filed by the workman and the workman’s claim is barred by Principle of res judicata.

5. Hence, in view of the fore gone discussion and also in view of the order passed in IA No.54/2014, claim petition is dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 7<sup>th</sup> August, 2023.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 11 सितम्बर, 2023

का.आ. 1430.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलआईसी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री डी. मधुसूदन राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-102/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 11.09.2023 को प्राप्त हुआ था।

[सं. एल -17012/22/2014-आईआर(एम)]

डी.के.हिमांशु, अवर सचिव

New Delhi, the 11th September, 2023

**S.O. 1430.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 102/2014**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **LIC of India** and **Sri D. Madhusudhana Rao** which was received along with soft copy of the award by the Central Government on 11.09.2023.

[No. L-17012/22/2014-IR(M)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE**  
**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT**  
**HYDERABAD**

**Present: - Sri Irfan Qamar Presiding Officer**

Dated the 7<sup>th</sup> day of August, 2023

**INDUSTRIAL DISPUTE No. 102/2014**

**Between:**

Sri D. Madhusudhana Rao

S/o D. Srinivasa Rao,

D.No.45-34-1/1/4,

Gorakshanapeta,

Rajahmundry – 533103.

.....Petitioner

**AND**

The Sr. Divisional Manager,

LIC of India, Divisional Office,

Jeevan Godavari, Morampudi,

Rajahmundry.

... Respondent

**Appearances:**

For the Petitioner : Sri V.V. Rama Krishna, Advocate

For the Respondent : Sri Venkatesh Dixit, Advocate

**AWARD**

The Government of India, Ministry of Labour by its order No.L-17012/ 22/2014-IR(M) dated 13.5.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Life Insurance Corporation of India and their workman. The reference is,

**SCHEDULE**

“Whether the removal from service of Sri D. Madhusudhana Rao, Ex.Temp. Class –IV, LIC of India, Rajahmundry D.O., w.e.f. 28.1.2013 is legal and justified? If not, what other relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 102/2014 and notices were issued to the parties concerned and the Petitioner entered appearance.

2. Petitioner absent on the date fixed for Petitioner’s evidence. Respondent present. Record reveals that Petitioner is not appearing in this case since December, 2018. It seems that Petitioner is not interested to pursue his case. Since the Petitioner has not substantiated his claim by any evidence as per reference, a ‘No Claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant, corrected by me on this the 7<sup>th</sup> day of August, 2023.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the  
 Petitioner  
 NIL

Witnesses examined for the  
 Respondent  
 NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1431.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कृष्णा कंस्ट्रक्शन, वेंकटगिरी, हैदराबाद; मैसर्स पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड, उक्कुनगरम, विशाखापत्तनम स्टील प्लांट, विशाखापत्तनम, के प्रबंधन के संबद्ध नियोजकों और श्री मंदा रामा राव, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-हैदराबाद पंचाट (संदर्भ संख्या 45/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.08.2023 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-177-आईआर(डी)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1431.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. L.C.No. 45/2018) of the **Central Government Industrial Tribunal cum Labour Court – Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Krishna Constructions, Venkatagiri, Hyderabad ; M/s. Power Grid Corporation of India Ltd. Ukkunagaram, Visakhapatnam Steel Plant, Visakhapatnam, and Shri Manda Rama Rao, Worker**, which was received along with soft copy of the award by the Central Government on 27.06.2023.

[No. L-42025-07-2023-177-IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

**Present: - Sri Irfan Qamar, Presiding Officer**

Dated the 26<sup>th</sup> day of July, 2023

#### INDUSTRIAL DISPUTE LC No. 45/2018

#### Between:

Sri Manda Rama Rao,  
D.No.2-8, Despatrunipalem,  
Parwada Mandalam,  
GVMC, Part-55,  
Visakhapatnam-531021.

.....Petitioner

#### AND

1. M/s. Krishna Constructions,  
Hylam Colony, H.No.8-3-229/h/41,  
Venkatagiri, Hyderabad – 506001.
2. M/s. Power Grid Corporation of India Ltd.,  
Ukkunagaram, Visakhapatnam Steel Plant,  
Visakhapatnam.

... Respondents

#### Appearances:

For the Petitioner	:	Sri Karanam Rajesh, Advocate
For the Respondent	:	Sri W. Satyanarayana, Advocate for R1 M/s. P. Monica & Shaik Asif, Advocates for R2



**AWARD**

Sri Manda Rama Rao has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents seeking for reinstatement into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. Respondent filed counter.

3. Case is fixed for Petitioner's evidence. But since last many dates of hearing Petitioner is absent. Despite sufficient opportunity granted to him Petitioner did not adduce his evidence in support of his claim. It appears that he do not want to prosecute his case any further. His claim statement has not been substantiated by any cogent evidence. Petitioner is not putting his presence since 2019. It thus becomes crystal clear that the petitioner seems to be not interested in pursuing his case. As such, a 'No Claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 26<sup>th</sup> day of July, 2023.

IRFAN QAMAR, Presiding Officer

**Appendix of evidence**

Witnesses examined for the  
Petitioner

Witnesses examined for the  
Respondent

NIL

NIL

**Documents marked for the Petitioner**

NIL

**Documents marked for the Respondent**

NIL

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1432.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप महानिदेशक, सैन्य फार्म (एमएफ-आई) क्यूएमजी की शाखा, मुख्यालय मिलिट्री ऑफ डिफेंस (सेना), वेस्ट ब्लॉक, 3, आर.के. पुरम, नई दिल्ली; कमांडेंट, मिलिट्री फार्म स्कूल एंड सेंटर, ग्रास फार्म रोड, मेरठ कैट.मेरठ (यू.पी.), के प्रबंधन के संबद्ध नियोजकों और श्री सिया राम, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट(संदर्भ संख्या 61/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल -14012/17/2014-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1432.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2014) of the **Central Government Industrial Tribunal cum Labour Court - II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Deputy Director General, Military Farm (MF-I) QMG's Branch, HQ Military of Defence (Army), West Block, 3, R.K Puram, New Delhi ;The Commandant, Military Farm School & Centre, Grass Farm Road, Meerut Cantt. Merrut (U.P), and Shri Siya Ram, Worker**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-14012/17/2014-IR (DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.****Present:**

Smt. Pranita Mohanty,  
Presiding Officer, C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

**INDUSTRIAL DISPUTE CASE NO. 61/2014****Date of Passing Award- 03<sup>rd</sup> July 2023****Between:**

Shri Siya Ram S/o Late Jagdeo Chauhan  
Vill. Lala Mohammadpur,  
Post Kankerkhkera, Meerut, (U.P.)

Workman

**Versus**

1. The Deputy Director General,  
Military Farm (MF-I) QMG's Branch, HQ  
Military of Defence (Army), West Block  
3, R.K Puram, New Delhi
2. The Commandant,  
Military Farm School & Centre,  
Grass Farm Road, Meerut Cantt.  
Meerut (U.P)

Managements

**Appearances:-**

Shri Vijaypal, Ld. A/R for the Claimant.  
Shri Atul Bhardwaj, Ld. A/R for the Management.

**AWARD**

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of (i) The Deputy Director General, Military Farm (MF-I) QMG's Branch, HQ (ii) The Commandant, Military Farm School & Centre,, its workman/claimant herein, under clause (d) of sub section (1)and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-14012/17/2014-(IR(DU)dated 05/08/2014 to this tribunal for adjudication to the following effect.

“Whether the workman has earned right of absorption having been engaged of a considerable period of time regularly even though on daily wage? And whether the management military farm school and center, meerut should give him a permanent regular employee status with immediate effect?”

As per the claim statement the claimant Siya Ram had joined as a casual labour/Gardner in the establishment of Military Farm School and Centre in the year 1984. The DOP&T in the year 1993, issued an order directing conferment of temporary status to the casual workers and as per the said direction the claimant and the persons like him were conferred temporary status with effect from 06.11.1997. After conferment of temporary status the claimant was entitled to regular status and other benefits on the basis of the length of the service rendered and in accordance to the seniority. The name of the claimant was at serial no.2 of the seniority list of the temporary status workers maintained by the mgt. After being treated as a temporary status employee the mgt was paying him wage at daily rates with reference to the minimum of the pay scale for a corresponding regular Group D employee including DA,

HRA and CCA. But suddenly, the mgt on 13.04.1999, terminated his service along with few of other employees. Being aggrieved, the claimant and other terminated employees approached the Central Administrative Tribunal by filing a joint OA. That matter was decided in favour of the workmen by order dated 18.08.2005 and the claimant was reinstated into service with continuity of service. After his reinstatement the mgt, besides taking his service as a Gardner, was also asking him to perform the duties of conservance. When the claimant was performing the duty diligently, suddenly, on 02.06.2012, the mgt terminated his service illegally. At the time of termination no notice of termination was served nor termination compensation etc. were paid. The mgt even did not follow the principle of first come last go. Being aggrieved, of this arbitrary and illegal action of the mgt he served a legal notice on the mgt on 04.03.2013. The mgt gave a reply to the notice on 13.03.2013 stating that the claimant cannot be reengaged for his doubtful integrity. All the efforts of the claimant to resolve the grievance since failed, he made a departmental appeal. That too was rejected by the mgt. The action of the mgt being unfair for denial of regular status and victimization he approached the labour commissioner and the appropriate govt. referred the matter to this Tribunal for adjudication. By filing the claim petition the claimant has made a prayer that an award be passed directing the mgt to reinstate him into service and absorb him as a regular employee w.e.f. 02.06.2012 when his service was illegally terminated along with all consequential benefits.

The mgt filed written statement challenging the maintainability of the proceeding. It has been stated that the Military Farm School is an establishment under the supervision and control of the Ministry of Defense. It is engaged in imparting technologies, guidelines and education cum training in respect of dairy farming. Hence, this being a training institute for departmental courses meant for the employees of the department, cannot be categorized as an industry. The mgt has denied the claim of the claimant that he was engaged in the mgt in the year 1984. It has been specifically stated that he was engaged in the ear 1990 on need basis to carry out seasonal and intermittent nature of work and as such he was not employed against any permanent post of labour. While admitting that the claimant, as per the direction of the DOP&T was conferred temporary status with effect from 12.11.1997, has denied the claim that the claimant was entitled to be regularized on available vacancies. The mgt has specifically stated that the claimant had worked up to 12.04.1999 as the service of all the temporary status labourers were terminated on that day as the Ministry of Defense by letter dated 15.02.1999 directed for reduction of work force and as such the service of all the labourers were terminated with effect from 13.04.1999 in accordance to law and compensation amount of Rs. 12,287 was paid to him. This claimant and others approached the Hon'ble CAT by filing separate OAs describing the termination as illegal. Those OAs were dismissed. But as per the direction of Hon'ble CAT the applicants were given work on job basis to the extent possible with an undertaking to perform any nature of work to be assigned. The claimant again approached the Hon'ble CAT seeking permanent employment. But the applications were dismissed by order dated 04.01.2002 and 13.07.2004 with a direction to the mgt to reengaged the applicants subject to availability of work including the work of conservancy if agreed. Accordingly, as per the office order dated 17.09.2005 the claimant and two others were asked to give their consent to do any work as per availability including the work of conservancy. The claimant gave his consent and was then allowed to discharge the duty. But the claimant failed to discharge the duty as per expectation and on many occasions he was reprimanded to perform the duties perfectly. Instead of improving the quality of work the claimant started using unparliamentarily language against the staff and finally left the job as per his own will. The service of the claimant was never terminated nor he was retrenched entailing payment of compensation or service of notice as per law. The mgt has also stated that there is no procedure for regularizing the service of the workers conferred with temporary status under the CLTS. Thereby the mgt has stated that the reference is bad in law and the claimant is not entitled to the benefits sought for.

The claimant filed replication denying the averments of the mgt. It has been reiterated that the allegation leveled against claimant about misconduct is false. No show cause notice or domestic enquiry was conducted against him nor any complaint from any other person was ever made against him. He became a victim, only for the reason that he was demanding regularization of service.

On theses rival pleadings the following issues were framed for adjudication.

### Issues

1. Whether the workman Sh. Siya Ram, has earned right of absorption having been engaged of a considerable period of time regular even though on daily wages? If so its effect?
2. And whether the management of Military Farm School and Centre, meerut should give him a permanent regular employee status with immediate effect? If so its effect?

The claimant examined himself as ww1 and filed a number or documents marked in a series of ww1/1 to ww1/17 and the documents ww1/m1 and ww1/m2. Similarly, the mgt examined one witness as mw/1, who proved the documents marked as mw1/1 to mw1/3. Both the witnesses were cross examined at length by the adversary party.

At the outset of the argument, the Ld. A/R for the mgt submitted that the claimant has made a faint attempt of getting a regular job in the mgt, which is opposed to the policy of public employment as has been observed by the Hon'ble Supreme Court in the case of **Secretary State of Karnataka vs. Uma Devi**. While admitting that the claimant was given the temporary status of casual labour, emphatically denied his claim for regularization. He also

argued that in case of temporary status casual workers, there is no rule for serving termination notice or paying termination compensation by the mgt. In this case the, claimant's service was never terminated, but he himself had abandoned his employment. The Ld. A/R for the claimant counter argued that under the ID Act temporary status is conferred on a person who works for 240 days or more in a calendar year continuously. In this case, the mgt had admitted that temporary status was conferred on the claimant. The purpose of conferring temporary status on a person is to make him entitled for regularization of service considering the availability of vacancies and inter-se seniority. He also pointed out that the DOP&T in the year 1993 had launched the scheme with an intention of granting temporary status to casual workers and later on, for regularization of service of the said casual workers. Denial of the same amounts to unfair labor practice. Relying on the judgment of the Hon'ble Supreme Court in the case of **Jasmer Singh vs. State of Haryana** and the judgment of the Hon'ble High Court of Delhi in the case of **Delhi Cantonment Board vs. CGIT**, he argued that there is no distinction between a permanent employee and a temporary employee. Termination of service without complying the provisions of section 25F, 25G and 25H of the ID Act is illegal and liable to be set aside. The other contentions raised by the claimant during argument is that, he had never left the job voluntarily. Had it been a fact the mgt would have served a notice recalling him to join duty. In the case of the claimant, as admitted in w.s no recall notice was ever sent.

### Findings.

#### Issue no.1

The claimant, during his examination, stated that he started working in the Military Farm School as a Gardner in the year 1984. He was discharging the work of a Gardner which was of perennial and regular nature. In the year 1993, DOP&T launched a scheme to confirm temporary status to the casual workers subject to fulfillment of the conditions mentioned therein. On 06.11.1997 the claimant was conferred temporary status and thereby become entitled to be absorbed against regular post with all other benefits. While conferring temporary status, a seniority list of the casual workers was prepared and the name of the claimant was at serial no.2. To prove the oral evidence, the claimant has filed the documents marked as ww1/1. This is a correspondence made by the officiating commandant of military farm school with the claimant and two others on 06.11.1997, where under the attestation form was forwarded to him to complete and return the same for onward transmission, to regularize their appointment. WW1/2 is a document dated 12.01.1998, under which the specimen signature of the claimant and another was authorized to collect and handover official documents. He has also filed the judgment of the Hon'ble CAT in OA number 2601 of 2003, wherein the mgt was directed to re-engage the applicant subject to availability of work. This order was passed on 29.08.2005. All these documents have been admitted by the mgt. The mgt witness Sh. Mithles Kumar during cross examination also admitted that the claimant was granted temporary status in the year 1997. Being confronted with the document marked as WW1/M2 he admitted that a seniority list of the casual workers was prepared when they were conferred temporary status and the name of the claimant appears at serial no.2 of the said list. Ironically, this witness was never working in military farm school when the claimant was working there. The witness has categorically denied his knowledge about the functioning of the Military Farm School and explained that the Military Farm School has been closed and all the files of the said establishment are now in the custody of 510 Army Base Work, Meerut, and being posted there, is testifying as a witness. This leads to a conclusion that the witness examined by the mgt has no knowledge about the claims of the claimants and whatever he stated, is based on the knowledge acquired from the file.

The witnesses have admitted that the service of the claimant was terminated by the mgt on 13.04.1999 and the same occasioned due to reduction in work by the order of the Govt. He also admitted that an amount of Rs. 12,287 was paid to the claimant as compensation, but failed to say if the same was equivalent to 15 days salary instead of 30 days salary. He also admitted the documents marked as ww1/3 and ww1/4 and stated that dispute was raised by the claimant before the Hon'ble CAT and the Hon'ble CAT passed an order, pursuant to which the claimant was re-engaged for work on need basis, on furnishing undertaking to discharge any kind of work to be assigned. He further admitted that the service of the claimant was terminated with effect from 02.06.2012. This statement of the witness of the mgt stands contrary to the written statement wherein it has been stated that the claimant had misconducted himself and voluntarily left his service and as such there was no need for serving termination notice or paying termination compensation.

The claimant, during his statement, proved ww1/1 under which he was asked to furnish the attestation form for regularization of his service. Ww1/4 is the correspondence by the mgt, wherein the consent of the claimant was called for to do any kind of work as per availability as per the order of Hon'ble CAT. This letter is dated 17.09.2005. WW1/5 is a letter written by the officiating commandant of MFS and Centre, to the District Magistrate Meerut requesting to verify the character and antecedent of the claimant as he is being considered for regularize/appointed in Group D post in MF School. The witness ww1 has further stated that when steps were being taken for regularizing his service, the mgt in a vindicated action, terminated his service without complying with the provisions of ID Act. He was then constrained to serve a legal notice to the mgt which has been marked as ww1/9. The mgt gave reply to the said notice which has been marked as ww1/11. In it's reply the mgt stated that the claimant failed to discharge his duties for last two months, despite direction being given in this regard. Instead of improving the work, he started

using abusive words and finally opted to quit the job out of his free will. Though on repeated occasions he was approached through various officials to join the duty, he failed to report. Hence, his service was never terminated. Moreover, he was fond involved in serious lapses like cheating, fraud and theft etc. But surprisingly, the witness examined by the mgt stated not to have any direct knowledge about the affairs between the claimant and the mgt. He also admitted that no domestic inquiry was conducted against the claimant nor any complaint was ever received against him. He was also not recalled to join duty. No official, at whose instance the claimant was called to join duty has been examined. Thus, all these evidence taken together lead to a conclusion that the claimant was initially appointed as a casual labour in the year 1990 and was conferred temporary status as a casual labour with effect from 12.11.1997 and had worked up to 12.04.1999, when his service was terminated. At the time of that termination the provisions of the ID act were not complied. However, for the order passed by the Hon'ble CAT New Delhi dated 18.08.2005 in OA number 2601 of 2002 the claimant was reappointed after obtaining undertaking that he will perform the work of conservancy. The documents like ww1/1 and ww1/5 which relate to 08.07.2011 and ww1/6 dated 28.07.2011 shows that steps were being taken for regularizing his service. But suddenly, the mgt terminated his service w.e.f 02.06.2012. On service of a legal notice by the workman the mgt, by reply dated 13.03.2013, intimated that he cannot be re-engaged for his doubtful integrity. The reply of the mgt has been marked as ww1/11. This stand of the mgt has not been substantiated since the mgt witness has admitted about the termination and further explained that compliance of the provisions of section 25F, 25G and 25H is not to required since the claimant was a temporary status labourers.

Now it is to be examined whether the action of the mgt is legal and justified. The Ld. A/R for the claimant has placed reliance in the case of **Jasmer Singh vs. State of Haryana MANU/SC/0026/2015** and the judgment of the Hon'ble High court of Delhi in the matter of **Delhi Cantonment Board Vs. Central Govt. Industrial Tribunal and Ors. MANU/DE/8297/2006** wherein the Hon'ble Supreme Court and the Hon'ble High Court of Delhi have held that non compliance of termination notice, notice pay and retrenchment compensation amounts to unfair labour practice and there is no distinction between a daily wager, casual worker, temporary or regular employee as long as the person is employed to do any manual, unskilled, skilled, technical, clerical or supervisory work for hire or reward. Thus, from the evidence on record, and for the principals decided by the Hon'ble Supreme Court and the Hon'ble High Court of Delhi, it is held that the service of the claimant was illegally terminated by the mgt and the mgt has miserably failed to establish that the claimant had voluntarily quit the employment. This issue is accordingly decided in favour of the claimant.

### Issue no.2

The admitted states of fact are that the claimant was appointed as a casual worker and subsequently temporary status was conferred on him in the year 1997. It is not disputed that in the year 1999 his service was terminated on the pretext of reduction of work. For the order passed by the Hon'ble CAT in OA no. 2601/2003, he was re-engaged subject to availability of work. The mgt witness was confronted with the documents marked as ww1/4 which is the order of the Hon'ble CAT and ww1/5, ww1/6 and ww1/7, which he admitted to be the documents of the mgt. As per these documents, the mgt after the reinstatement of the claimant pursuant to the order of the Hon'ble CAT had taken steps for regularization of the service. During course of argument the Ld. A/R for the mgt submitted that the Military Farm School has been closed down permanently by the order of the Govt. and as such there is no scope for absorbing or regularizing the service of the claimant when he himself had quit the job. In the proceeding paragraphs, it has been held that the mgt has failed to establish the allegations leveled against the claimant relating to misconduct fraud etc. and also failed to show that the claimant was ever recalled to join his duty. This leads to a conclusion that the service of the claimant was terminated illegally and without following the procedure of law and notice of recall was never served on him.

The Ld A/R for the Mgt strenuously argued that the law and the policy of public employment does not permit regularization of the service of the temporary employees against regular posts. He also submitted that any action in this regard shall put the mgt under heavy financial burden. To support his stand he placed reliance in the case of **Secretary State of Karnatak and others vs. Uma Devi and others reported in (2006)4 SCC Page 1**. On behalf of the claimants objection was raised regarding the applicability of the judgment of Uma Devi referred Supra to Industrial Dispute relating to unfair labour practice.

In the case of Uma Devi the Hon'ble Supreme Court have held that the persons who were appointed on temporary and casual basis without following proper procedure cannot claim absorption or regularization, since the same is opposed to the policy of public employment. But in this case as claimed by the claimant and admitted by the mgt witness the claimant was appointed as a casual worker but subsequently conferred temporary status considering his long and uninterrupted period of employment. Hence, it is to be examined if the principle decided in the case of Uma Devi deprives the claimant of his right for regularization.

The effect of the constitution Bench judgment of the Apex Court in the case of Uma Devi came up for consideration with reference to unfair labour practice by the Hon'ble Supreme Court in the case of **Mahrashtra State Road Transport and Another vs. Casteribe Rajya Parivahan Karamchari Sangathan reported in (2009)8 SCC**

**Page 556** wherein the Hon'ble Apex Court came to hold that the judgment in the case of Uma Devi has not over ridden the powers of Industrial and Labour Courts for passing appropriate order, once unfair labour practice on the part of the employer is established. The judgment of Uma Devi does not denude the Industrial and Labour Court of their statutory power.

Besides the case of Maharashtra Road Transport referred supra the Hon'ble supreme court in the case of **Shri Ajay Pal Singh vs. Haryana Warehousing Corporation decided** in the Civil Appeal No. 6327 of 2014 disposed of on 09<sup>th</sup> July 2014 have held that:-

“The provisions of Industrial Disputes Act and the powers of the Industrial and labour Courts provided therein were not at all under consideration in Umadevi's case. The issue pertaining to unfair labour practice was neither the subject matter for decision nor was it decided in Umadevi's Case.”

Thus, after going through the judgments of Maharashtra Road Transport and Ajay Pal Singh referred supra it is held that the observation made in the case of Uma Devi has no applicability to the facts of the present case where the workmen have been subjected to unfair labour practice being engaged for work on temporary basis for a prolong period.

The witness examined on behalf of the mgt has stated that as per the practice in Army, when one unit is closed for some reason, the persons employed therein are relocated and employed in other units. The industrial adjudicator under the Industrial Dispute Acts enjoys wide power for granting relief which would be proper under a given circumstances. In the case of **Hari Nandan Prasad and Another vs. Employer I/R to Management FCI reported in (2014)7SCC 190** the Hon'ble Supreme Court have held that the power conferred upon Industrial Tribunal and Labour Court by the Industrial Dispute Act is wide. The Act deals with Industrial Dispute, provides for conciliation, adjudication and settlement and regulates the right of the parties and the enforcement of the Awards and the settlement. Thus, the Act empowers the adjudicating authority to give relief which may not be permissible in common law or justified under the terms of the contract between the employer and the workman. While referring to the judgment of **Bharat Bank Limited vs. Employees of the Bharat Bank Limited reported in (1950) LLJ 921 Supreme Court** the court came to hold that in setting the dispute between the employer and the workmen, the function of the Tribunal is not confined to administration of justice in accordance with law. It can confer rights and privileges on either party which it consider reasonable and proper, though those may not be within the terms of any existing agreement. It can create new rights and obligations between them which it considers essential for keeping industrial peace.

Here is a case, where the mgt had admitted the long and continuous employment of the claimant in it's establishment. It is also evident from the documents filed that after a reengagement of the claimant pursuant to the order passed by The Hon'ble CAT, steps were taken for regularization of his service. But suddenly, on some false allegation of misconduct, which has not been proved, he was not allowed to perform duty w.e.f 02.06.2012 which amounts to termination of service. The mgt witness has further admitted that the notice of termination or termination compensation were not paid as he was a temporary worker. This stand of the mgt clearly proves the unfair labour practice meted to the claimant. Hence, it is held that the claimant is entitled to regularization of service and keeping the situation in view, it is felt proper to issue a direction to the mgt to regularize the service of the claimant as per reinstating and posting him in any other unit, which is a matter of practice in Army as stated by the mgt witness. Hence ordered.

### ORDER

The reference be and the same is answered in favour of the workman. It is held that the action of the mgt in terminating the service of the claimant w.e.f. 02.06.2012 without following the provisions of ID Act is illegal unjustified and amounts to unfair labour practice. The mgt is hereby directed to reinstate the claimant into service and regularize him in a Group D Post within three months from the date of publication of the award with continuity of service and all other consequential benefits.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

03<sup>rd</sup> July, 2023

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

का.आ. 1433.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाबा गंग नाथ स्पोर्ट्स कॉम्प्लेक्स, मुनिरका एन्क्लेव, नई दिल्ली ; स्टैलियन सिक्योरिटी मैनपावर सॉल्यूशंस कंपनी, द्वारका, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री सुदेश कुमार, कामगार , द्वारा- भारतीय राष्ट्रीय प्रवासी श्रमिक संघ, कालकाजी, नई दिल्ली ,के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- 2 नई दिल्ली पंचाट(संदर्भ संख्या 174/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल-42025-07-2023-179-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

S.O. 1433.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 174/2021) of the **Central Government Industrial Tribunal cum Labour Court - II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Baba Gang Nath Sports Complex, Munirka Enclave, New Delhi; Stallion Security Manpower Solutions Co., Dwarka, New Delhi, and Shri Sudesh Kumar, Worker, Through -Indian National Migrant Workers Union, Kalkaji, New Delhi**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-42025-07-2023-179-IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. Pranita Mohanty, Presiding Officer

C.G.I.T.-Cum-Labour

Court-II, New Delhi.

#### INDUSTRIAL DISPUTE CASE NO. 174/2021

Date of Passing Award- 16<sup>th</sup> May, 2023

Between :

Sh. Sudesh Kumar, S/o Sh. Sohan Pal Singh  
R/o 280, Rangpuri, Pahadi Malikpur Kohli, Delhi-110037.  
Through Indian National Migrant Workers Union,  
177/8, 3<sup>rd</sup> floor, Govind Puri Extn. Main Road, Kalkaji,  
New Delhi-110019.

Workman

Versus

1. Baba Gang Nath Sports Complex,  
326, Nelson Mandela Marg, DDA, Munirka Enclave,  
New Delhi-110067.



2. Stallion Security Manpower Solutions Co.,  
A-40-41, Sector-03, Phase-III, Near D.P.S School,  
Dwarka, New Delhi-110078.

Managements

**Appearances:-**

Claimant in person.

Sh. Manmohan, Field Supervisor For the mgt no. 2.

**AWARD**

This is an application filed u/s 2 A of the Id. Act wherein the claimant has alleged illegal termination of his service and has made a prayer for reinstatement including back wages and continuity of service. It has been alleged that the mgt no. 1 is the principle employer and he has been falsely shown as the employee of the contractor i.e mgt no. 2 .

Notice being served. Mgt no. 1 did not appear and proceeded exparte. Mgt no. 2 appeared and filed written statement that a false claim has been advanced and the claimant had already received full and final settlement. The mgt no. 2 filed documents showing payment of Rs. 47000/- to the claimant towards his full and final settlement . The claimant had endorsed receipt on the same. The claimant being present gave a statement that he is not willing to take the matter forward as he has no claim against the mgt. In view of the said statement, this no dispute/no claim award is being passed. Hence, ordered.

**ORDER**

The claim be and the same is disposed of as the claimant has no claim against the managements

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

16<sup>th</sup> May, 2023

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1434.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकम्यूनिकेशन कंसल्टेंट इंडिया लिमिटेड (टीसीआईएल), टीसीआईएल भवन, ग्रेटर कैलाश-I, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री धर्मवीर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट (संदर्भ संख्या 193/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल-42025-07-2023-178-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1434.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 193/2020) of the **Central Government Industrial Tribunal cum Labour Court - II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Telecommunication Consultant India Ltd. (TCIL), TCIL Bhawan, Greater Kailash-I, New Delhi, and Shri Dharamveer, Worker**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-42025-07-2023-178-IR (DU)]

D. K. HIMANSHU, Under Secy.



## ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT-II, NEW DELHI

ID.NO.193/2020

Shri Dharamveer, S/o Sh. Laxmi Narayan,  
P.O Khambi, Tehsil –Hodel, District Palwal,  
Haryana-121106.

.....Workman.

Versus

Telecommunication Consultant India Ltd. (TCIL),  
TCIL Bhawan, Greater Kailash-I,  
New Delhi-110048.

.....Management.

## AWARD

In the present case, a reference was received from the appropriate Government vide file no. ND. 96(17)2020-ID-FOC-DY-CLC(C) New Delhi, dated 21.12.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

“Whether the action of the management of T.C.I.L in terminating the services of the workman Sh. Dharamveer w.e.f 01.11.2017 is just, fair and legal? If not what relief the workman concerned is entitled to and from which date ?”

In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, claimant opted not to file the claim statement.

On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

Since the workman has neither put his appearance nor has he led any evidence so as to prove his cause against the managements, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding Officer

Date 2<sup>nd</sup> August , 2023

K.M

नई दिल्ली, 12 सितम्बर, 2023

का.आ. 1435.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक (स्थापना), विदेश मंत्रालय, साउथ ब्लॉक, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, अखिल भारतीय सीपीडब्ल्यूडी (एमआरएम) कर्मचारी संघ, आराम बाग, पहाड़गंज, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली पंचाट (संदर्भ संख्या 102/2003) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल -42012/43/2003-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1435.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 102/2003) of the **Central Government Industrial Tribunal cum Labour Court - II New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director (Establishment), Ministry of External Affairs, South Blocks, New Delhi, and The President, All India CPWD (MRM) Karamchari Union, Aram Bagh, Paharganj, New Delhi**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-42012/43/2003-IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

##### Present:

Smt. Pranita Mohanty,  
Presiding Officer, C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

#### INDUSTRIAL DISPUTE CASE NO. 102/2003

Date of Passing Award- 03<sup>rd</sup> July 2023

##### Between:

The President,  
All India CPWD (MRM) Karamchari Union,  
Plot No. 1 Udaseen Mandir, Aram Bagh,  
Paharganj, New Delhi-110055

Workmen

##### Versus

The Director (Establishment)  
Ministry of External Affairs,  
South Blocks, New Delhi-110001

Management

##### Appearances:-

Shri Armaan Bhola, Ld. A/R for the Claimant.  
Shri Vikrant No. Goyal, Ld. A/R for the Management.

#### AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of The Director (Establishment) Ministry of External Affairs, its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-42012/43/2003-(IR(CM-II)) dated 11/07/2003 to this tribunal for adjudication to the following effect.

“Whether the demand of the Bhartiya General Mazdoor Congress (Regd.) for regularization/absorption of the services of 23 workmen working as contract (as per Annexure A-1) is the establishment of Director (Establishment), Ministry of External Affairs, New Delhi is legal and justified? If yes, to what relief these workmen are entitled to and from which date?”

As per the claim statement the claimants 23 in number represented by Bhartiya General Mazdoor Congress as shown in Annexure A-1 of the claim petition were working in the establishment of mgt no. 1 through a private contractor i.e. M/s VBR Maintenance Company. But the mgt no. 1 is the principal employer and they were working under the supervision and control of the said mgt. All of them had completed working for 240 days or more in the preceding calendar year. The contractor is nothing but a name lender, whom the mgt no.1 had introduced to defeat the legal rights of the workmen. The workmen were engaged for work perennial in nature such as sweeping cleaning etc. The mgt no. 1, as the principal employer was not complying with the statutory provisions and not extending the

statutory benefits to the workmen for which they were often raising objection. The workmen were also demanding regularization of service for their continuous employment under the mgt no.1. Having failed to redress their grievance, they approached the Regional Labour Commissioner with a complaint and a conciliation proceeding was initiated. But for the adamant nature and non cooperation of the mgt no.1 the conciliation failed and the matter was referred to this tribunal for adjudication.

The mgt no. 1 i.e. Ministry of External Affairs represented by its secretary was summoned and the said Mgt appeared through its advocate and filed their written statement stating that the claimants were never employed by the mgt no. 1. The said mgt had awarded a contract for housing keeping job of its building at Akbar Bhavan and the name of the contractor was M/s VBR Maintenance Company. The said contracting firm had directly employed these 23 workmen for doing the cleaning job in Akbar Bhavan and was paying the wages to the persons employed including these claimants. The Ministry of External Affairs has to follow the policy and guidelines issued by Govt. of India in these matters from time to time. There is no employer employee relationship between the mgt and the claimant and as such the claim is not maintainable.

The claimants filed replication denying the stand taken by the mgt. It has been stated that the mgt has failed to give para wise reply to the claim statement and thus the facts pleaded in the claim statement amounts to have been admitted by the mgt. Thereby the claimants have pleaded for an award to be passed in favour of the workmen. Be it stated here that the contractor has not been made a party in this proceeding.

As seen from the chronologically maintained order sheets no specific charge has been framed in this case. Hence, the points to be determined in this proceeding are:-

- A. Whether the proceeding is maintainable?
- B. Whether the demand of the workmen for regularization of their service is justified and can be granted.

The individual claimants filed affidavit evidence stating therein that they were working in the premises of the mgt i.e. Ministry of External Affairs through a contractor. The said contractor has no role to play with regard to their employment. These workmen were discharging their day to day duty under the supervision and control of the mgt and the presence of the contractor was for name sake only. They were discharging the work which was of perennial nature and the nature of work was similar to the regular employees of the mgt. But the mgt was discriminating them in payment of wage and allowances and they were denied of all the statutory benefits. For the objection raised with regard to the exploitation, a demand notice was served and the conciliation proceeding was held. For the failure of the conciliation the appropriate govt. referred the matter. The evidence of the witnesses adduced in this proceeding has not been challenged by the mgt as none of the witnesses were cross examined.

The mgt examined one of its directors as MW1. The witness stated the M/s VBR Maintenance was awarded housekeeping job for their office at Akbar Bhavan and these claimants were appointed by the contractor for the contract valid from 01.05.1998 to 31.12.1998. The contract was further extended for two years w.e.f. 01.04.1999. All the 23 workers were employed by the contractor through whom housekeeping work was outsourced. Hence, The mgt is not the employer of the workmen. There was a principal to principal relationship between the mgt and the contractor and as such the reliefs sought for is not entertainable.

During cross examination the witness admitted that no document has been placed to prove the contract entered between the Ministry of External Affairs and the contractor M/s VBR Maintenance Company.

During course of argument the Ld. A/R for the workmen submitted that the Mgt has not pleaded anything denying the employer employee relationship nor any document has been placed on record to prove that a contract was ever awarded to the said contractor. Of course during course of arguments and along with the notes of arguments the mgt has filed few documents which include the correspondence between the mgt and the contractor, terms and conditions of the contract and the compliance report submitted by the contractor to the mgt. But these documents cannot be read as evidence as neither the documents were proved nor supplied to the workmen for the rebuttal. Thus the evidence of the claimants with regard to their employment in the mgt for housekeeping stands unchallenged and un rebutted. The Ld.. A/R for the claimants during course of argument pointed out that during the pendency of this proceeding the mgt terminated the service of the claimants on the pretext of termination of the contract. But no evidence to that effect has been adduced. In view of the said submission it is now to be examined if the service of the claimants can be regularized or not. In the case of **Hari Nandan Prasad Vs. Food Corporation of India (2014) 7SCC190**, it was observed by the Apex Court as under:-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of section 25-F although may be set aside but an award of reinstatement should not, however automatically

be passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wager has not been found to be proper by the Supreme Court an instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post of a permanent employee. The reasons for denying for relief of reinstatement in such cases are obvious. It is trite lat that when the termination is found to be illegal, because of nonpayment of under section 25-F of the Industrial Dispute Act, even after reinstatement it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.”

Having regard to the judicial trends and facts & circumstances of the present case, this tribunal considers that compensation amount of Rs. 2 Lakh each of the claimants/their legal heirs will be just reasonable. Hence ordered.

### ORDER

Reference be and the same is answered in favour of the claimants. The termination of the workmen by the mgt when the prayer for regularization was pending is held to be illegal. The mgt Ministry of External Affairs is directed to pay compensation of 2 lakh to each of the claimant or their legal heir as the case may be within 2 months from the date when the award would become executable without interest. If the mgt will fail to comply the direction within 2 months the amount shall carry interest at the rate of 9% per annum from the date it is payable and till the final payment is made.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

03rd July, 2023

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1436.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मंडल अभियंता टेलीफोन, सैटेलाइट (खरखाव), भद्रा, अहमदाबाद; सहायक अभियंता माइक्रोवेव (खरखाव), भुज (कच्छ), के प्रबंधन के संबद्ध नियोजकों और श्री भीखा रावा सुथार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- अहमदाबाद पंचाट (संदर्भ संख्या 964/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 07/09/2023 को प्राप्त हुआ था।

[सं. एल-40012/235/92- आईआर-डीयू]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1436.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 964/2004) of the **Central Government Industrial Tribunal cum Labour Court - Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Divisional Engineer Telephones, Satellite (Maintenance), Bhadra, Ahmedabad ;The Assistant Engineer Microwave (Maintenance), Bhuj (Kutch), and Shri Bhikha Rava Suthar, Worker**, which was received along with soft copy of the award by the Central Government on 07/09/2023.

[No. L- 40012/235/92- IR DU]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD**

Present - Sunil Kumar Singh - I,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Date: 23<sup>rd</sup> August, 2023

**Reference (CGITA) No. : 964/2004**

1. The Divisional Engineer Telephones,  
Satellite (Maintenance), Bhadra, Ahmedabad
2. The Assistant Engineer Microwave (Maintenance),  
Bhuj (Kutch) .....First Party / Employer

V

1. Shri Bhikha Rava Suthar (deceased)
- 1/1. Smt. Maniben Bhikhabhai Suthar (Widow)
- 1/2. Mrs. Gitaben Bhikhabhai Suthar (Married Daughter)
- 1/3. Ms. Khushaliben Bhikhabhai Suthar (Unmarried Daughter)
- 1/4. Ms. Jiyaben Bhikhabhai Suthar (Unmarried Daughter)

All residing at

C/o Shri Nilesh Devjibhai Suthar,

Keval Home, House No. B/8, Keshar Bag Road, Navavas, Madhapar, Taluka Bhuj, Kachchh – 370020  
.....Second Party / Workman

Advocate for the First Party / Employer : Shri N. K. Trivedi

Advocate for the Second Party / Workman : Shri C. R. Vyas

**AWARD**

The Government of India / Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/235/92-IR(DU) dated 19.04.1994 referred the dispute for adjudication to the Industrial Tribunal, Rajkot in respect of the matter specified in the Schedule as under. The dispute was later received in this Tribunal after its creation at Ahmedabad in the year 2004.

**SCHEDULE**

“Whether the action of the Divisional Engineer Telegraphs, Satellite (Maintenance), Ahmedabad through its officers in terminating the services of Shri Bhikha Rava Suthar w.e.f. 8.8.1991 is legal and justified? If not, what relief the workman concerned is entitled to?”

1. The second party / workman submitted his statement of claim at Ex. 6, stating therein that he was engaged by the first party / employer as casual worker from March 1987 to August 1991 for 1231 days. His services were orally terminated in August 1991 without any notice / notice pay and without any retrenchment compensation in violation of the provisions of Section 25 F of the Industrial Disputes Act, 1947. He has further stated to have worked for more than 240 days in last preceding 12 months prior to his termination in August, 1991. He has further stated that the juniors to him were continued in service in violation of the provisions of Section 25 G and 25 H of Industrial Disputes Act, 1947. He further stated that he is unemployed since the termination of his services. He has prayed for the relief to quash the termination order and to treat him in continuity of service along with the prayer to award full back wages.

2. The first party / employer has submitted its written statement at Ex. 2 stating that the second party / workman was engaged as daily rated mazdoor / casual labour for day to day maintenance work of Kukma Microwave station in March 1987. He was engaged on muster roll from March 1987 to December 1987. Later on, He was given an opportunity to serve on ACG.17. A.E.M/W Mtce, Bhuj in directly under control of D.E.T. SAT Mtce, Ahmedabad.

He had worked for approximately 1044 days under A.E.M/W Mtce, Bhuj and 27 days under A.E.M/W Mtce, Gandhidham in 4 years & 6 months. He was paid wages on daily rates / monthly basis accordingly. He was served with one month's notice by A.E.M/W Mtce, Bhuj vide letter no. G-1/Casual-Staff/Bhuj/87-88 dated 30.11.1987 for termination of his services w.e.f. 01.01.1988. A written undertaking was also given by him for not claiming permanent job in the department. He had also been engaged to work in various stations under A.E.M/W Mtce, Bhuj till July, 1991 as per exigency of work. After re-organisation of work and staff in the department, it was felt that services of the second party / workman were not required under A.E.M/W Mtce, Bhuj. After serving for 27 days, he did not turn up at Anjar Microwave without any intimation. As per order of Hon'ble Supreme Court, casual labourers engaged after 31.01.1985 can be engaged or removed on day to day work basis. The engagement of the second party / workman by the department was purely of casual nature.

3. The second party / workman has filed documentary evidence detailed as under.

Sl. No.	Name / Details of the document	Date of Document	Serialim of Document	Type / Remarks
1	Month-wise details of 306 days working period of Shri Bhikha Ravji Suthar from March 1987 to December 1987, issued by J.T.O., Microwave Mtce, Bhuj	Not mentioned	Ex. 11 / 1	Xerox
2	Month-wise details of 1231 days working period of Shri Bhikha Ravji Suthar from March 1987 to August 1991	Not mentioned	Ex. 11 / 2	Xerox
3	Letter no. 269/53/8/STN from Assistant Director General (STN) N. D. Department of Telecom, O/o C.G.M., Ahmedabad on the subject 'applicability of Industrial Disputes Act, 1947 while retrenching casual labourers in the department	22.09.1989	Ex. 12	Xerox
4	Letter no. 269-93 STN-II from ADG (STN) DOT NEW DELHI to All Heads of Telecom Circles on the subject 'Casual Labourers (Grant of Temporary status and regularisation) Scheme, 1989 engaged in Circle after 30.03.1985 and up to 22.06.1988	17.12.1993	Ex. 13	Xerox
5	Casual Labourers (Grant of Temporary status and regularisation) Scheme, 1989	Not mentioned	Ex. 14	Xerox
6	Judgement passed in OA No. 2370 of 1989 and OA No.'s 248, 502 & 694 of 1990	15.11.1991	Ex. 15	Xerox
7	Letter no. 5338/94-STN issued by the Assistant Director Telecom (R&E), O/o Chief General Manager, Telecom, Gujarat Circle, Ahmedabad on the subject 'regularisation of temporary status casual labourers who have completed 10 years of service including break period'	27.06.1995	Ex. 33 / 1	Xerox
8	Letter no. 269-4/93 STN-II from ADG (STN) DOT NEW DELHI to All Heads of Telecom Circles on the subject 'Casual Labourers (Grant of Temporary status and regularisation) Scheme, 1989 engaged in Circle after 30.03.1985 and up to 22.06.1988	17.12.1993	Ex. 33 / 2	Xerox
9	Letter no. 269-4/93 STN from Director (STN), Government of India, Ministry of Communication, Department of Telecommunication, New Delhi to All Heads of Telecom Circles on the subject 'Casual Labourers (Grant of Temporary status and regularisation) engaged for laying of coaxial cables in project circles etc.	25.06.1993	Ex. 33 / 3	Xerox
10	Letter no. 269-94/98-STN-II from Assistant Director General (STN) to all CGMs of Telecom Circles &	29.09.2000	Ex. 33 / 4	Xerox

	Telephone Districts, all head of other administrative offices and all IFA's in Telecom, Circles/Districts & other administrative units on the subject 'Regularisation of casual labourers'			
11	Circle-wise list on regularisation of casual labourers	Not mentioned	Ex. 33 / 5	Xerox
12	Letter no. 269-3/92-STN from Assistant Director General (STN), Ministry of Communication, New Delhi to all head of Telecom Circles	21.10.1992	Ex. 33 / 6	Xerox
13	Letter no. 269-53/87-STN from Assistant Director General (STN), Department of Telecommunication, O/o C.G.M., Ahmedabad to all head of Telecom Circles on the subject 'applicability of Industrial Disputes Act, 1947 while retrenching the casual labourers in the department'	22.09.1989	Ex. 33 / 7	Xerox
14	Letter no. 269-93 STN-II from ADG (STN) DOT NEW DELHI to All Heads of Telecom Circles on the subject 'Casual Labourers (Grant of Temporary status and regularisation) Scheme, 1989 engaged in Circle after 30.03.1985 and up to 22.06.1988	17.12.1993	Ex. 33 / 8	Xerox (Replica of Ex. 13)
15	Casual Labourers (Grant of Temporary status and regularisation) Scheme, 1989	Not mentioned	Ex. 33 / 9	Xerox (Replica of Ex. 14)
16	Judgement passed in OA No. 2370 of 1989 and OA No.'s 248, 502 & 694 of 1990	15.11.1991	Ex. 33 / 10	Xerox (Replica of Ex. 15)
17	Letter from The Director Maintenance, W.T.R., Ahmedabad to Shri K. V. B. Unni, Desk Officer, Ministry of Labour, New Delhi in respect of an industrial dispute between the management of Divisional Engineer, Satellite (Maintenance), Ahmedabad / Assistant Engineer Microwave (Maintenance) Bhuj and Shri Bhikha Rava Suthar, Ratnal over termination of services.	16.04.1993	Ex. 43	Xerox

4. The second party / workman Shri Bhikha Ravji Suthar has deposed himself at Ex. 10 and 32 in his oral evidence.

5. The first party / employer has filed documentary evidence detailed as under.

Sl. No.	Name / Details of the document	Date of Document	Serialim of Document	Type / Remarks
1	Details of Muster Roll for Shri Bhikha Ravji Suthar from Assistant Engineer, Microwave, Mtce, Bhuj	Not mentioned	Annexure I to Ex. 2	Xerox
2	One month's notice of terminating the services of Skhri Bhikha Ravji Suthar w.e.f. 01.01.1988 issued by Assistant Engineer, Microwave, Maintenance, Bhuj vide letter no. G-1/Casual-Staff/Bhuj/87-88	30.11.1987	Annexure II to Ex. 2	Xerox
3	Letter from Assistant Engineer, Microwave, Maintenance, Gandhidham to The D. E. Satellite, Ahmedabad in respect of working period of Shri Bhikha Ravji Suthar and termination of his services w.e.f. 01.09.1991	19.04.1993	Annexure IV to Ex. 2	Xerox
4	Written statement given by Shri Bhikha Ravji Suthar for not claiming permanent job in the department	01.07.1988	Annexure III to Ex. 2	Xerox

5	Letter from The Director Maintenance, W.T.R., Ahmedabad to Shri K. V. B. Unni, Desk Officer, Ministry of Labour, New Delhi in respect of an industrial dispute between the management of Divisional Engineer, Satellite (Maintenance), Ahmedabad / Assistant Engineer Microwave (Maintenance) Bhuj and Shri Bhikha Rava Suthar, Ratnal over termination of services.	16.04.1993	Not mentioned	Xerox
6	Notice issued by the District Court, Bhuj in Civil Suit No. 259/1993	14.07.1993	Ex. 48 / 1	Xerox
7	Civil Suit Complaint No. 259/1993 with order dated 05.02.1997	13.07.1993	Ex. 48 / 2	True Copy
8	Interim application filed in Civil Suit No. 259/1993	07/1993	Ex. 48 / 3	Xerox
9	Reply filed in Civil Suit No. 259/1993 by Assistant Engineer, Microwave, Mtce, Bhuj	Not mentioned	Ex. 48 / 4	Xerox
10	Notice issued by the District Court, Bhuj in Miscellaneous Civil Appeal No. 210/93	02.12.1993	Ex. 48 / 5	Xerox
11	Civil Appeal No. 210/93 with order dated 05.02.1997 and pursis	30.11.1993	Ex. 48 / 6	True Copy
12	Civil interim application in Civil Misc. Appeal no. 210/93 in Civil Suit no. 259/1993	13.07.1993	Ex. 48 / 7	True Copy
13	Letter from Dy. General Manager (Mtce), Rajkot to Shri P. P. Singh, Dy. General Manager (Admn.), Western Telecom Region, Mumbai	19.04.2004	Annexure A to Affidavit Ex. 49	True Copy
14	Letter no. 30-5/2004-MI/171 from Assistant Director General (ML), BSNL, New Delhi to All Heads of Maintenance Regions, All Heads of Telecom Circles and All Heads of Metro Districts on the subject 'Approval for shutting down & scrapping of life expired & obsolete PDH Digital Microwave systems that are not carrying any traffic and are no longer required in the network'	15.04.2005	Annexure B to Affidavit Ex. 49	True Copy
15	Order below Ex. 5 in Civil Suit No. 259/93	13.07.1993	Annexure C to Affidavit Ex. 49	True Copy

6. The first party / employer has examined Shri Vasudev Shantilal Modi, Divisional Engineer, Telephone OFC, MTCE, ,Bhuj, at Ex. 41 and Shri Becharadas Amritlal Patel, Divisional Engineer, Telephone Mtce, Bhuj, at Ex. 49 in oral evidence.
7. I have perused the records and heard Ld. Counsel for first party / employer Shri N. K. Trivedi in addition to his written arguments at Ex. 52 and Ld. Counsel for second party / workman Shri C. R. Vyas in addition to his written arguments at Ex. 47 and Ex. 55.
8. The main points for determination under reference are as under:
  - i. Whether the workman Late Shri Bhikha Rava Suthar continuously worked as casual labour for 240 days prior to his oral termination by the employer in August, 1991 (08.08.1991)?
  - ii. Whether the employer engaged juniors contrary to the principle of 'first come last go' or 'last come first go'?
  - iii. To what relief, the workman / claimants are entitled?
9. **Determination of Point No. 1:** Whether the workman Late Shri Bhikha Rava Suthar continuously worked as casual labour for 240 days prior to his oral termination by the employer on 08.08.1991?
10. At the very outset, it is worthy to mention that during the proceedings, workman Shri Bhikha Rava Suthar has died on 05.04.2022. Legal heirs of the deceased (i) Smt. Maniben Bhikhabhai Suthar (Widow) (ii) Mrs. Gitaben Bhikhabhai Suthar (Married Daughter) (iii) Ms. Khushaliben Bhikhabhai Suthar (Unmarried Daughter) and (iv) Ms. Jiyaben Bhikhabhai Suthar (Unmarried Daughter) have been substituted vide order dated 16.01.2023. All the legal heirs admitted the pleadings and evidence submitted by the deceased. First



party / employer also did not pray for the procurement of any additional evidence. Hence the matter was further proceeded with the consent of parties in accordance with law.

11. Ld. Counsel for the second party / workman has argued in line with his statement of claim at Ex. 6 and submitted on merits that the workman was employed as casual labour with the first party / employer from March 1987 to August 1991 for 1231 days and continuously worked for more than 240 days in the preceding 12 months prior to his oral termination in August 1991. The workman was not paid any notice pay / retrenchment compensation in compliance of Section 25 F of Industrial Disputes Act, 1947. Prayed to quash the termination order and to grant the claimed relief. He has referred 1. Ranbir Singh V Executive Eng. PWD, 2021 Law Suit (SC) 484 – In the facts of this case, Hon'ble Supreme Court increased the payment of compensation to Rs.3.2 lakhs from the impugned amount of Rs.25000/- on finding the violation of the provisions of Section 25 F of the Act. 2. Madhya Bharat Gramin Bank V Panchamlal Yadav, 2021 Law Suit (SC) 960 - In the facts of this case, Hon'ble Supreme Court awarded the compensation of Rs. 500000/- for violation of Section 25 F of the I. D. Act.
12. Ld. Counsel for the first party / employer has argued that the workman has not worked for 240 days in each year. He was engaged only as a casual worker without following due procedure of selection. Ld. Counsel has referred 1. Himanshu Kumar Vidhyarthi & ors. V State of Bihar & ors., SLP No. – Nil, Date of Judgement - 26.03.1997 (SC) – In this case, Hon'ble Supreme Court has held that when the appointments are regulated by the statutory rules, the concept of industry to that extent stands excluded. The termination of daily wagers appointed in the Co-operative Training Institute, Devghar which was the department of the government, were not treated to have been retrenched within the meaning of Section 25 F of I. D. Act. 2. Secretary, State of Karnataka & ors. V Umadevi (3) & ors., 2006 SCC (L&S) 753 (5 Judges Constitution Bench) – In this case, Hon'ble Supreme Court has held that keeping in view the constitutional scheme of equality, as contained in Article 14 and 16 of the Constitution of India, regularisation or permanent continuance of temporary, contractual, casual, daily wage or ad-hoc employees in public employment deforms the constitutional schemes which is impermissible in law. It was further held by the constitutional bench that merely because an employee had continued under cover of an order of the Court under 'litigious employment' or had been continued beyond the term of his appointment by the State or its instrumentalities, he would not be entitled to any right to be absorbed or made permanent in service merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. 3. Bharat Sanchar Nigam Limited, Jammu V Teja Singh, Civil Appeal No. 292 of 2009, Date of Judgement - 16.01.2009 (SC) – In this case, Hon'ble Supreme Court reiterated the law laid down by the constitution bench of Hon'ble Supreme Court in Umadevi (supra).
13. I have perused the relevant record carefully in view of the arguments raised by both the parties. The second party / workman Shri Bhikha Rava Suthar, in his examination in chief at Ex. 10, has stated in accordance with the contents of his statement of claim at Ex. 6 and his written arguments at Ex. 47 and at Ex. 55. He has stated that he had worked for 240 days in every year and neither notice pay nor retrenchment compensation was paid to him at the time of his retrenchment. He has proved the genuineness of the certificate issued by Mr. Dhariya and Mr. Pandya (probably the officers of employer) in respect of the details of his working days at Ex. 11/1 and further the genuineness of the Ex. 11/2, wherein it is shown that he has worked for more than 240 days (approx. 300 days) from August, 1990 to July 1991 (07.08.1991) in the year preceding his oral termination on 08.08.1991. It is worth mentioning that the strict rules of evidence cannot be made applicable to the industrial disputes. Hence the Xerox copies of the aforesaid details are treated to be genuine being un rebutted. Nothing adverse could be extracted by the employer in the cross-examination of this witness. This apart, employer's witness Shri Vasudev Shantilal Modi, Divisional Engineer, OFC, MTCE, Bhuj, has specifically admitted in his cross-examination at Ex. 41 that the workman has worked continuously with the first party from March, 1987 to 07.08.1991. An annexure received in this Tribunal along with a letter dated 13.10.1992 issued by D.E.T. SAT. MTCE, Ahmedabad, the number of working days of the workman from August, 1990 to July 1991 (07.08.1991) are shown as 247 days, corroborating the evidence and substantiating the factum of his continuous service.
14. The first party / employer has produced another witness Shri Bechardas Amritlal Patel, Divisional Engineer, Telephone Mtce, Bhuj, who has deposed in his examination-in-chief that after December 1987, the workman was engaged by Microwave System which was abolished as OFC System on 01.08.1990. However, in his cross examination, he has shown his ignorance as to whether the employees of Microwave System were absorbed or not by the latest OFC System. Nothing has been shown by the employer for non-absorption of the employees of Microwave System to the later OFC System / Telecom Department. The change of nomenclature of the employer's institution cannot affect the legal rights vested in the workman under the statutory law.
15. The facts of Himanshu Kumar Vidhyarthi (supra), Umadevi (supra) and Teja Singh (supra) are squarely different from the admitted facts of the present case, as the workman in the present case has not prayed for

his regularisation against the permanent post in the prayer clause under Para 5 of his statement of claim at Ex. 6. On the basis of cogent and convincing evidence adduced by the workman, it is proved that he had worked for more than 240 days in the calendar year prior to his termination. The said termination is thus held illegal and quashed. This point is accordingly decided in positive in favour of the workman.

16. **Determination of Point No. 2:** Whether the employer engaged juniors contrary to the principle of 'first come last go' or 'last come first go'?
17. Ld. Counsel for the second party / workman has argued that the junior person Shri Gopal Sharma and many other junior workers were continued / inducted in service at the time of his termination contrary to the provisions contained under Section 25 G and 25 H of the Industrial Disputes Act, 1947.
18. Ld. Counsel for the first party / employer has argued that the employer has not engaged any junior casual labour either at or after the termination of the workman.
19. The second party / workman in his statement of claim at Ex. 6 and in his examination-in-chief at Ex. 10, has though generally stated that his juniors and fresh persons were continued / inducted in service by the employer. However in his additional affidavit submitted in examination-in-chief at Ex. 32, he has specifically named one junior Shri Gopal Sharma having been continued by the institution of employer. Ld. Counsel for the first party / employer has not specifically suggested in the cross-examination of the workman that said junior Shri Gopal Sharma was not so continued / inducted. Employer's witness Shri Vasudev Shantilal Modi, D.E. Telephone, has though, denied generally in his examination-in-chief at Ex. 41 that no casual labour was engaged or continued by the employer after the termination of the workman but in his cross-examination, he stated that he does not know as to whether any junior worker to the concerned workman was engaged or continued by the company (employer's institution). Employer's second witness Shri Bechardas Amritlal Patel, Divisional Engineer, examined at Ex. 49, has stated in his cross-examination that no seniority list of casual labours was maintained. This is clear violation of Rule 77 of Industrial Disputes (Central) Rules, 1957. It is an admitted fact that the workman was engaged with the employer from March 1987 to 08.08.1991 as a casual labour. The workman has produced the photocopy of order dated 15.11.1991 passed by CAT, New Delhi Bench in O.A. No. 2370 of 1989 and O.A.s No. 248, 502 and 694 of 1990. Shri Gopal Sharma named as junior by the workman is one of the petitioners in these OAs. Perusal of this order gives an impression that CAT has mentioned that the period of service of petitioners ranges from 1985 to 1988. Specific initial engagement of Shri Gopal Sharma is however not clear from this order. The initial 'burden' of proof, no doubt, lies on the workman to prove the fact of continuance of his junior casual labours after his termination, however, it was the 'onus' of the employer to have produced the seniority list of such casual labours which was legally required to be maintained under Rule 77 of the aforesaid rules of 1957 for the relevant period. According to the contents of the above referred order of CAT, it is clear that the petitioners in that case including Shri Gopal Sharma were appointed from the year 1985 to 1988 in the employer's institution. The present workman was engaged from March 1987, hence, the adverse inference is drawn against the employer in the totality of aforesaid facts and it is held that Shri Gopal Sharma would have been engaged by the first party / employer either after March 1987 or in the year 1988 i.e. after the engagement of the present workman. It is accordingly held that the employer has violated the 'first come last go' or 'last come first go' principle by continuing / re-engaging Shri Gopal Sharma who was junior to the present workman. Employer has thus violated the provisions of Section 25 G and 25 H of Industrial Disputes Act, 1947. The second point is accordingly decided in positive in favour of the workman.
20. **Determination of Point No. 3:** This point relates to relief. The workman has proved that he has worked for more than 240 days continuously in the calendar year prior to his termination on 08.08.1991 and was continuous in service in terms of Section 25 B (2) (a) (ii) of Industrial Disputes Act, 1947. It is an admitted fact that the employer has not fulfilled the conditions precedent in respect of requirement of notice and payment of notice pay along with retrenchment compensation as provided under Section 25 F of Industrial Disputes Act, 1947 before the retrenchment of the workman. The oral termination dated 08.08.1991 has been held illegal as per the findings given at point no. 1 above. In view of law laid down by Hon'ble Supreme Court in Ranbir Singh (supra) and Panchamlal Yadav (supra) and keeping in view the fact that the workman has died during the pendency of this proceedings and his legal heirs are prosecuting the case further, it deems just and proper to award a lump-sum compensation to the heirs / claimants of the deceased workman Shri Bhikha Rava Suthar. Claimants are thus awarded a lump-sum compensation of Rs. 200000/- (Rupees Two Lakhs Only) to be paid by the first party / employer within two months from the date of publication of the award.
21. The award is passed accordingly.

Let two copies of the Award be sent to the appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

का.आ. 1437.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री सुरेंद्र, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 47/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल – 40012/55/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

S.O. 1437.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2012) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Surinder, Worker**, which was received along with soft copy of the award by the Central Government on 12/09/2023.

[No. L- 40012/55/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

## ANNEXURE

## IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No. 47/2012

Registered on:-15.01.2013

Sh. Surinder S/o Sh. Parkash, R/o Village Khukdana, Tehsil Madloda, Distt. Panipat.

.....Workman

## Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.

2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

## AWARD

Passed on:- 04.07.2023

Central Government vide Notification No.L-40012/55/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Surender S/o Sh. Parkasha, Cable Joinder w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed by the management on regular basis w.e.f. 20.11.2000 as Cable Joinder. The workman was drawing monthly salary of Rs. 3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last eleven years. The

workman had been working under the supervision of different SDO BSNL Panipat for the last eleven years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 11 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was never directly engaged by the management nor paid any wages to him nor any attendance was marked by the management therefore, there is no master-servant relationship with the workman. the workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman. The job of maintenance of underground cable in urban area Panipat revenue district under BSNL Karnal was got executed through contractor M/s Ramesh Kumar Mittal under duly executed agreement. The management has not issued any appointment letter to the workman nor the termination as alleged nor any wages has been paid to the workman by the management. The workman was never appointed by the management much less on regular basis as alleged. The management has not paid any wages/salary to the workman directly much less Rs.3000/- per month. Since the workman worked under the contractor, the management cannot make any comments regarding his performance or conduct. It is specifically denied that the workman had ever worked under the supervision of any of the SDOs of BSNL Panipat much less for the years as alleged. The workman had never raised any such dispute of receiving less wages than the minimum wages from the contractor. The management neither engaged nor terminated the services of the workman including other co-workers as alleged being the contractor employees. It is also denied that any junior to the workman is still working in the department after his alleged termination. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the

management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 20.11.2000 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Cable Joinder along with Phone Mechanic namely Raj Kumar, Dev Dutt Yadav, Hari Ram, Uma Shankar, Kavar Bhan in the area of Model Town Exchange, Tar Ghar Exchange, Sector 25 Panipat in the area of NFL, BBMB, SLDC, Nagal Khedi, Ovra Khedi, Risalu, Ujha, Dadola and Sector 11-12 HUDA Panipat, Main Bazar, Palika Bazar, Kambal Market etc in the said Exchanges.. The workman had worked under the said exchange under various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Somi and Shiv Murat Rai for an about 10 to 12 years in the said areas. The nature of work of workman was of permanent in nature. The work of lineman is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 17 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. In support of their cases, both the parties have filed their respective affidavits. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

5. Since the workman has neither put his appearance for long nor he has led any evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

6. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1438.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री राजू कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 46/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/53/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1438.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 46/2012**) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Raju Kumar, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. L-40012/53/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No. 46/2012

Registered on:-15.01.2013

Sh. Raju Kumar S/o Sh. Dharam Pal, Village Pundri, The. Gharunda, Distt. Karnal.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

Respondents/Managements

#### AWARD

**Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/53/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Raju Kumar S/o Sh. Dharampal, Cable Jointer w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?”**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.R.M. line man by the management on regular basis w.e.f. 20.11.1995. The workman was drawing monthly salary of Rs. 3,000 /-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last sixteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011 . The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman



are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service nor retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 16 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was never directly engaged by the management nor paid any wages to the workman nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is denied that the workman had ever worked under the supervision of any of the SDOs of BSNL Panipat much less for the years as alleged. Since the workman was not engaged by the management, the question of making less wages or increase in wages does not arise. The management neither engaged nor terminated the services of the workman including other co-workers as alleged being the contractor employees. The workman being the employee of the contractor cannot claim any seniority with that of other employees of BSNL and the BSNL is not obliged to maintain any seniority of the contractor's employee. The provisions of ID Act are not attracted in this case and there was no requirement of any notice to be issued nor any retrenchment compensation was liable to be paid as the workman was neither engaged nor terminated by the management of BSNL. Since the termination of the workman is not made by the management, the question of same being illegal, null and void, inoperative and ultra-virus does not arise nor the provision of ID Act are applicable. The workman is gainfully employed and earning the sufficient amount to maintain his family but is willfully and intentionally making the false averments. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may be answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 20.11.1995 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Cable Joinder along with Phone Mechanic namely Somi, Shiv Murat Rai in the area of City-I, Babar Pur Exchange, Village Khotpura, Chandoli, Simbla Colony, Railway Conolly in the main exchange Sukh Dev Nagar, Tar Ghar Exchange, Panipat. The workman had worked under the said exchange under various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Somi and SHiv Murat Rai for an about 10 to 12 years in areas. The nature of work of workman was of permanent in nature. The work of Cable Joinder is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. Both the parties have filed their respective affidavits in support of their case.

5. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the

workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

6. Since the workman has neither put his appearance for long nor he has led any evidence in support of his case. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

7. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer,

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1439.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री रामनिवास, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 35/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/42/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1439.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2012) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. ,Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Ram Niwas, Worker**, which was received along with soft copy of the award by the Central Government on 12/09/2023.

[No. L-40012/42/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.35/2012

Registered on:-24.12.2012

Sh. Ram Niwas S/o Sh. Rajinder Singh (DRM), Village kami, Distt. Sonapat. ....Workman

Versus

3. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.

4. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

#### Award

**Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/42/2012-IR(DU) Dated 14.12.2012, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Ram Niwas S/o Sh. Rajinder Singh, Lineman Helper w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.R.M. by the



management on regular basis w.e.f. 15.05.1999. The workman was drawing monthly salary of Rs. 3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last twelve years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 12 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not

working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 15.05.1999 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Assistant Lineman along with Phone Mechanic namely Zile Singh, Keshav Parsad Tiwari in the area of Samalakha under Samalakha Exchange. The workman had worked under the said exchange under various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Zile Singh now deceased and Keshav Parshad Tiwari for an about five to six years in the above said area. The nature of work of workman was of permanent in nature. The work of lineman is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 13 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.
4. Parties were given opportunity to lead evidence.
5. In support of his case, the workman filed his affidavit in evidence as Ex.W1 along with documents Ex.W2 to W4 and cross-examined by the learned counsel of management.
6. In support of his case, the management has filed affidavit of witness Sh. Bhushanlal Gupta, SDO. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the management witness Sh. Bhushanlal Gupta but none has appeared on behalf of workman. Several opportunities have already been given to the workman to cross-examination the witness of management. Workman has been given sufficient opportunities but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.
7. Since the workman has neither put his appearance for long nor he has cross-examined the witness of management. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.
8. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1440.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबंध में नियोजकों और श्री राजबीर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 34/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/41/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1440.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 34/2012**) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Rajbir, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. L-40012/41/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No. 34/2012

Registered on:-24.12.2012

Sh. Rajbir S/o Sh. Prem Chand, Village Bapoli, Teh. Bapoli, Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

#### Award

**Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/41/2012-IR(DU) Dated 14.12.2012, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Rajbir S/o Sh. Prem Chand, Lineman Helper w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?”**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.R.M. by the management on regular basis w.e.f. 20.12.1995. The workman was drawing monthly salary of Rs. 3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last sixteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to

increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 16 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty

worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 20.12.1995 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Assistant Lineman along with Phone Mechanic namely Kuldeep, Swami Nath, Hari Lal, Harbans Lal, Upender Sharma, Ram Darshan, Line Inspector in the area of Tehsil Camp main under the Main Exchange, GT Road Tar Ghar GT Road Panipat. The workman had worked under the various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Upender Sharma and Line Inspector Officer namely Ram Darshan for the last ten years in the above said area. The nature of work of workman was of permanent in nature. The work of lineman is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 16 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. In support of their case, both the parties have filed their respective affidavits.

5. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

6. Since the workman has neither put his appearance for long nor he has led any evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

7. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1441.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, केंद्रीय रेशम बोर्ड, सीएसआर एवं टीआई, कपड़ा मंत्रालय, गैलेंडर, एनएच 44ए, पंपोर, कश्मीर, के प्रबंधन के संबद्ध नियोजकों और सदस्य सचिव, केंद्रीय रेशम बोर्ड, सीएसआर एवं टीआई, कपड़ा मंत्रालय, बेंगलूर, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 176/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -42011/233/2018-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1441.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 176/2018**) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Director, Central Silk Board, CSR&TI, Ministry of Textile, Galander, NH44A, Pampore, Kashmir**, and **The Member Secretary, Central Silk Board, CSR&TI, Ministry of Textile, Bangalore**, which was received along with soft copy of the award by the Central Government on 12/09/2023.

[No. L-42011/233/2018- IR (DU)]

D. K. HIMANSHU, Under Secy.

## ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT-I, CHANDIGARH.

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No.176/2018

Registered on:-18.03.2019

The Member Secretary, Central Silk Board, CSR&amp;TI, Govt. of India, Ministry of Textile, Bangalore-560068.

.....Workman

Versus

The Director, Central Silk Board, CSR&amp;TI, Govt. of India, Ministry of Textile, Galander, NH44A, Pampore, Kashmir-192121.

.....Management

Award

Passed on:-29.08.2023

Central Government vide Notification No.L-42011/233/2018-IR(DU) Dated 11.02.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the claim of Sh. Ghulam Hassan Mir S/o Ali Mohammad Mir working on seasonal basis since 1996 in Central Silk Board, CSR & TI, Govt. of India for reinstatement into service w.e.f. 01.01.2016 and regularization of service is just, fair and legal? If not, to what relief the workman is entitled to and from which date?”**

1. On the receipt of the above reference, notice was sent to the workman as well as to the respondent/management. The postal article sent to the workman, referred above, is duly delivered to the workman. The workman is given sufficient opportunities to file claim statement but none turned up in spite of the opportunity afforded to file claim statement, which shows that the workman is not interested in adjudication of the matter on merit.

2. On 19.07.2023 a hand written letter by applicant-workman has been received by this Office with the notice, wherein it is mentioned by the workman that he has no interest to contest the case. In view of the letter received by the workman that he has no interest to contest the case, this Tribunal is left with no choice, except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the present reference. A letter received from the workman shall remain the integral part of the award.

Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1442.—**औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री प्रदीप, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 67/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल 40012/65/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1442.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 67/2012**) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Pardeep, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. L-40012/65/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.67/2012

Registered on:-15.01.2013

Sh. Pardeep S/o Sh. Om Parkash, R/o H.No.8, Kalu Peer Colony, Kabdi Road, Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.  
.....Respondents/Managements

#### AWARD

**Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/65/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Pardeep S/o Sh. Om Parkash, Helper w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed by the management on regular basis w.e.f. 01.03.2003 as MDF in office as well fault repair in office. The workman was drawing monthly salary of Rs. 3,000 /-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last eight years. The workman had been working under the supervision of different SDO BSNL Panipat for the last nine years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011 . The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and



declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 8 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 01.03.2003 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Peon in the section of MDF the work



profile was wiring, testing to line man, line for new connection, paper working and all the peon work under SDO as per list annexed along with claim petition in Model Town Exchange Panipat for the last 8 years and drawing his salary from SDO. The nature of work of workman was of permanent in nature. The work of lineman is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman has completed more than 8 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. In support of their case, both the parties have filed their respective affidavits. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

5. Since the workman has neither put his appearance for long nor he has led any evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

6. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer,

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1443.—**औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री योगेश त्यागी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 60/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/72/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1443.—**In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2012) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Yogesh Tyagi, Worker**, which was received along with soft copy of the award by the Central Government on 12/09/2023.

[No. L-40012/72/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.60/2012

Registered on:-15.01.2013

Sh. Yogesh Tyagi S/o Sh. Narender Tyagi, R/o Vill-Barana, Teh. & Distt. Panipat, Haryana

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General Manager, Telecom District, Sector 8, Karnal, Haryana.

2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

**AWARD****Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/72/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Yogesh Tyagi S/o Sh. Narendra Tyagi, Cable Jointer w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.W. by the management on regular basis w.e.f. 18.12.1995. The workman was drawing monthly salary of Rs. 3,000 /-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last sixteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011 . The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 16 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was never directly engaged by the management nor paid any wages to him nor any attendance was marked by the management therefore, there is no master-servant relationship with the workman. The claimant is not the workman of BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to

reinstatement or regularization as claimed by the workman. The workman was never appointed by the management much less on regular basis as alleged. The management has not paid any wages/salary to the workman directly much less Rs.3000/- per month. The workman was working directly under the supervision and control of contractor Ramesh Kumar Mittal. It is specifically denied that the workman had ever worked under the supervision of any of the SDOs of BSNL Panipat much less for years as alleged. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 18.12.1995 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Cable Joiner/Helper along with Phone Mechanic namely Shiv Murat Rai, Krishan Sharma and all line staff in the areas of Panipat Distt. Including villages of Panipat Distt. The workman has worked under Main Exchange, Panipat and Tar Ghar under various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Shiv Murat Rai for the last five years in Tar Ghar Exchange. The nature of work of workman was of permanent in nature. The work of lineman is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 13 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. Parties were given opportunity to lead evidence.

5. In support of his case, the workman filed his affidavit in evidence as Ex.WW1/A along with documents Ex.WW1/1 to WW1/10 and cross-examined by the learned counsel of management.

6. In support of his case, the management has filed affidavit of witness Sh. Bhushanlal Gupta, SDO. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the management witness Sh. Bhushanlal Gupta but none has appeared on behalf of workman. Several opportunities have already been given to the workman to cross-examination the witness of management. Workman has been given sufficient opportunities but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

7. Since the workman has neither put his appearance for long nor he has cross-examined the witness of management. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

8. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

का.आ. 1444.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबंध में नियोजकों और श्री जय कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 40/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/48/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

S.O. 1444.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2012) of the Central Government Industrial Tribunal cum Labour Court –1, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation The General Manager, Bharat Sanchar Nigam Ltd., Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd., Panipat, and Shri Jai Kumar, Worker, which was received along with soft copy of the award by the Central Government on 12/09/2023.

[No. L-40012/48/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No.40/2012

Registered on:-24.12.2012

Sh. Jai Kumar S/o Sh. Mam Chand (DRM), Village Aadmi, The. Bapoli, Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

#### AWARD

Passed on:- 04.07.2023

Central Government vide Notification No.L-40012/48/2012-IR(DU) Dated 14.12.2012, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Jai Kumar S/o Sh. Mam Chand, Lineman Helper w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.R.M. by the management on regular basis w.e.f. 28.10.1995. The workman was drawing monthly salary of Rs. 3,000 /-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties as D.R.M./line man faithfully and sincerely without any complaint from any quarter for the last

sixteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service nor retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 16 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and their services should be treated as continuous and followed by absorption in regular employment without break. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The

workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 28.10.1995 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Assistant Lineman in the management under various SDO time to time appointed in the department. The nature of work of workman was of permanent in nature. The work of lineman is evergreen and still the new persons are appointed for the said work. The workman has worked as Assistant Lineman with permanent employees of management like Ram Mehar, Rohtash with whom the workman had been working since 1995 and has been receiving his salary from the SDO appointed time to time by the management and lastly received salary from Sh. Ishwar Singh, SDO. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection shifting to connect the wires in field, NTC rectifications of defective lines in the different areas like Model Town Exchange in the area of Model Town, 8 Marla Exchange, The SDOs and J.E. O.P. Sharma has been allocating the work to the workman. The workman has completed more than 16 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The management intentionally concealing the appointment of the workman as per settled law the management cannot take the benefit of his own wrongs to shunt out the poor workman from his job illegally and arbitrarily. Entire record is with the management and they are concealing the material facts and filed a vague reply. The workman is married, two brothers still unemployed with the help of his joint familing surviving fulfilling his daily needs. It is therefore, most humbly prayed that the claim petition filed on behalf of workman may kindly be allowed as prayed in the interest of justice and equity.

4. Both the parties have filed their respective affidavits in support of their case.

5. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

6. Since the workman has neither put his appearance for long nor he has led any evidence in support of his case. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

7. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1445.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री इंद्रजीत, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 37/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/44/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव



New Delhi, the 12th September, 2023

**S.O. 1445.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 37/2012**) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Inderjeet, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. 40012/44/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh.**

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.37/2012

Registered on:-24.12.2012

Sh. Inderjeet S/o Sh. Sureman (DRM), H.No.T-71, G Railway Colony, Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

### AWARD

**Passed on:-04.07.2023**

Central Government vide Notification No.L-40012/44/2012-IR(DU) Dated 14.12.2012, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Inderjeet S/o Sh. Sureman, Lineman Helper w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?”**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.R.M. by the management on regular basis w.e.f. 14.12.1996. The workman was drawing monthly salary of Rs. 3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last thirteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the

management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 15 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 14.12.1996 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Assistant Lineman in the respondent-department under various SDO time to time appointed in the department. The workman had worked as Assistant Lineman with permanent employees of management like Uma Shankar, Rama Shankar, Sita ram, Prem Parkash and



Suresh Kumar. The workman had been receiving his salary from the S.D.O. appointed time to time by respondent-management and lastly received salary from Sh. B.L. Gupta, S.D.O. The work of lineman is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 15 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. Parties were given opportunity to lead evidence.

5. In support of their case, both the parties have filed their respective affidavits. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

6. Since the workman has neither put his appearance for long nor he has cross-examined the witness of management. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

7. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1446.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री कृष्ण त्यागी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 45/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/52/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1446.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2012) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Krishan Tyagi, Worker**, which was received along with soft copy of the award by the Central Government on 12/09/2023.

[No. L-40012/52/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.45/2012

Registered on:-15.01.2013

Sh. Krishan Tyagi S/o Sh. Om Parkash, Village Barana, Tehsil & Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

Respondents/Managements

**AWARD**

**Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/52/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Krishan Tyagi S/o Sh. Om Prakash, Cable Jointer w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed by the management on regular basis w.e.f. 11.10.1994 as cable joiner. The workman was drawing monthly salary of Rs. 3,000 /-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties as D.R.M./Lineman faithfully and sincerely without any complaint from any quarter for the last sixteen-seventeen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service nor retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 16-17 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 11.10.1994 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Cable Joinder along with Phone Mechanic namely Krishan Kumar, Shiv Murat Rai, Rati Ram in the area of Babar Pur Exchange, Main GT Road, Yamuna Enclave, Sector 13, 17 HUDA Geeta Colony, Railway Station Panipat. The workman had worked under the said exchange under various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Rati Ram, Shiv Murat Rai and Krishan Kumar for an about 10-12 years in areas. The nature of work of workman was of permanent in nature. The work of Cable Joinder is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The SDO and said phone mechanic as per list has been allocating the specific work to the workman and in the evening the workman gives the progress report to SDO. The workman has completed more than 17 years with management and has completed more than 240 days in service. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. Both the parties have filed their respective affidavits in support of their case.

5. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

6. Since the workman has neither put his appearance for long nor he has led any evidence in support of his case. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

7. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1447.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री सुरेंद्र, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद

में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 49/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/58/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1447.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2012) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Surinder, Worker**, which was received along with soft copy of the award by the Central Government on 12/09/2023.

[No. L-40012/58/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.49/2012

Registered on:-15.01.2013

Sh. Surinder S/o Sh. Satpal, R/o Village Barana, Tehsil & Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

#### Award

**Passed on:-04.07.2023**

Central Government vide Notification No.L-40012/58/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. SurenderS/o Sh. Satpal, Cable Joinder w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed by the management on regular basis w.e.f. 10.03.2003 as Cable Joinder. The workman was drawing monthly salary of Rs.3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last eight years. The workman had been working under the supervision of different SDO BSNL Panipat for the last nine years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the

management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 8 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs.3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty

worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 10.03.2003 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Cable Joinder along with JTO Nityanand in Group Exchange and Babl Exchange in the area of Aera Exchange, Matloda, Refinery etc. in the said Exchanges. The workman had worked under the said exchange under various SDO time to time appointed in the department. The workman had worked with permanent JTO Nityanand for an about 8 to 9 years in the said area. The nature of work of workman was of permanent in nature. The work of Cable Joinder is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 17 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder is same as alleged in the claim statement hence need not to be repeated again.

4. In support of their case, both the parties have filed their respective affidavits. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

5. Since the workman has neither put his appearance for long nor he has led any evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

6. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1448.**— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री करम सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 50/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/59/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1448.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 50/2012**) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd., Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd., Panipat, and Shri Karam Singh, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. L-40012/59/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.



**ANNEXURE**  
**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,**  
**CHANDIGARH.**

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.50/2012

Registered on:-15.01.2013

Sh. Karam Singh S/o Sh. Satpal Singh, R/o H.No.17, Khadi Colony, Model Town, Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

**AWARD**

**Passed on:-04.07.2023**

Central Government vide Notification No.L-40012/59/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Karam Singh S/o Sh. Satpal Singh, Cable Joinder w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?”**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed by the management on regular basis w.e.f. 18.09.2003 as Cable Joinder. The workman was drawing monthly salary of Rs.3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last eight years. The workman had been working under the supervision of different SDO BSNL Panipat for the last nine years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 8 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the

services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs.3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 18.09.2003 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Cable Joinder along with Phone Mechanic Raj Kumar, Ram Mehar, Ram Chander Mishra, Shiv Charan Gupta, Ashok Pandey in the area of Model Town Exchange in the area of Model Town, Kachi Phatak, Batra Colony, Adarsh Nagar, Soda Pur, Shivji Stadium Court, Gohana Road etc. in the said Exchange. The workman had worked under the said exchange under various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Raj Kumar about 8 years in the said area. The nature of work of workman was of permanent in nature. The work of Cable Joinder is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 17 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder is same as alleged in the claim statement hence need not to be repeated again.



4. In support of their case, both the parties have filed their respective affidavits. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

5. Since the workman has neither put his appearance for long nor he has led any evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

6. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1449.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबंध में नियोजकों और श्री परवेश, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 31/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/45/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1449.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 31/2012**) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Parvesh, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. L-40012/45/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No. 31/2012

Registered on:-24.12.2012

Sh. Parvesh S/o Sh. Krishan (DRM), H. No.748, Village Jalalpur, Tehsil Bapoli, Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General Manager, Telecom District, Sector 8, Karnal, Haryana.

2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....

Respondents/Managements

**AWARD****Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/45/2012-IR(DU) Dated 14.12.2012, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of management of General Manager, BSNL, Karnal in terminating the services of Sh. Parvesh S/o Sh. Krishan, Lineman Helper w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?”**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.R.M. by the management on regular basis w.e.f. 10.10.1995. The workman was drawing monthly salary of Rs. 3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last sixteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 16 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is

not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 10.10.1995 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Lineman in the respondent-department under various SDO time to time appointed in the department. The work of lineman is evergreen and still the new persons are appointed for the said work. The workman has worked with Rati Ram and Mahabir Singh the other Phone Mechanic with whom the workman had been working since 1995 and has been receiving his salary from the management cashier namely J.E. Chitra initially and thereafter SDO appointed at that particular time used to distribute salary. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connect the wires in field, rectification of defective lines in the different areas like Babur Pur Exchange in Babar Pur Mandi, Villages under this exchange i.e. Baburpur Village Nizam Pur, Simlamulana, Kothpura, Chandoli, Badoli etc. in Bapoli Exchange situated at Bapoli Anaj Mandi. The workman has completed more than 16 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. During the pendency of the proceedings on 04.07.2023, the case was fixed for filing affidavit by the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for filing affidavit but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

5. Since the workman has neither put his appearance for long nor he has filed any affidavit in evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

6. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1450.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबंध में नियोजकों और श्री बिजेन्द्र, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 51/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/60/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1450.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/2012) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Bijender, Worker**, which was received along with soft copy of the award by the Central Government on 12/09/2023.

[No. L-40012/60/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No. 51/2012

Registered on:-15.01.2013

Sh. Bijender S/o Sh. Parmanand, R/o H.No.1618, Baljeet Nagar, Babal Road, Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

#### AWARD

**Passed on:-04.07.2023**

Central Government vide Notification No.L-40012/60/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Bijender S/o Sh. Parmanand, Cable Joinder Helper w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.R.M. by the management on regular basis w.e.f. 14.11.1998 as Cable Joinder Helper. The workman was drawing monthly salary of Rs.3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last thirteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the

management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 13 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs.3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity

in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 14.11.1998 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Cable Joinder and Helper along with Phone Mechanic Rajesh Garg, Shiv Murat Rai, Rati Ram, Ram Dharshan, Jai Ram, Bal Govind, Jagdish and Pal Singh Operators in Model Town Exchange, HUDA, City-1. In the Model Town Exchange the workman has been allocated the work in switch room, MDF and in case of emergency the workman has been allocated the work in the field in the area of said Exchange.. The workman had worked under the said exchange under various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Ram Dharshan for an about 4-5 years, Jai Ram for an about 9 years in the said area. The nature of work of workman was of permanent in nature. The work of Cable Joinder is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 17 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder is same as alleged in the claim statement hence need not to be repeated again.

4. In support of their case, both the parties have filed their respective affidavits. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

5. Since the workman has neither put his appearance for long nor he has led any evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

6. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1451.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबंध में नियोजकों और श्री सतपाल बैरागी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 56/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/67/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1451.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 56/2012**) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. ,Telecom District, Sector 8, Karnal, Haryana; The SDO,**



**Bharat Sanchar Nigam Ltd. , Panipat, and Shri Satpal Bairagi, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. L-40012/67/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No. 56/2012

Registered on:-15.01.2013

Sh. Satpal Bairagi S/o Sh. Dhula Baragi, Village Barana, Tehsil & Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

### AWARD

**Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/67/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of management of General Manager, BSNL, Karnal in terminating the services of Sh. Satpal Bairagi S/o Sh. Dhula Bairagim, Cable Jointer w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?”**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed by the management on regular basis w.e.f. 15.05.1992 as Cable Joinder. The workman was drawing monthly salary of Rs. 3,000 /-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties as D.R.M./line man faithfully and sincerely without any complaint from any quarter for the last nineteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal

hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retranchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 19 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retranchment void ab initio or non est. The workman is totally unemployed since the day of retranchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was never directly engaged by the management nor paid any wages to the workman nor any attendance was marked by the management therefore, there is no master-servant relationship with the workman. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The management has not issued any appointment letter to the workman nor the termination as alleged nor any wages has been paid to the workman by the management. The management has not paid any wages/salary to the workman directly much less Rs.3000/- per month as alleged. The workman was working directly under the supervision and control of the contractor Ramesh Kumar Mittal. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 15.05.1992 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Cable Joinder and helper along with permanent employees like Shiv Murat, Krishan Sharma Cable Joinder in HUDA Exchange, Tar Ghar Exchange in the area like Palika Bazar, Sanjay Chowk, Purani Sabji Mandi, Sector 25-29 Panipat, Sanoli Road, Sabji Mandi. The workman had worked under the said exchange under various SDO time to time appointed in the department. The nature of work of workman was of permanent in nature. The work of lineman is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 18 years with management and has completed more than 240 days in service. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence, need not to be repeated again.



4. Both the parties have filed their respective affidavits in support of their case.
5. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.
6. Since the workman has neither put his appearance for long nor he has led any evidence in support of his case. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.
7. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

**का.आ. 1452.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबद्ध नियोजकों और श्री जसवंत, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 62/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/64/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1452.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 62/2012**) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Jaswant, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. L-40012/64/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No. 62/2012

Registered on:-15.01.2013

Sh. Jaswant S/o Sh. Raj Pal, R/o Village Machroli, Tehsil Samalkha, Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.

2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

**AWARD****Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/64/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of management of General Manager, BSNL, Karnal in terminating the services of Sh. Jaswant S/o Sh. Rajpal, Lineman Helper w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?”**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed as D.R.M. line man by the management on regular basis w.e.f. 01.03.1998. The workman was drawing monthly salary of Rs. 3,000 /-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last thirteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011 . The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co- employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 13 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is

not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages. The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 01.03.1998 till 20.03.2011 and there had not been any break in the services of workman. the workman has been rendering his services as Assistant Lineman/Helper along with Phone Mechanic namely Jagbir, Keshav Parsad Tiwari in the area of Gur Mandi under Samalakha Exchange. The workman had worked under the said exchange under various SDO time to time appointed in the department. The workman had worked with permanent Phone Mechanic Jagbir for about 13 years in Samalakha Exchange. The nature of work of workman was of permanent in nature. The work of lineman is evergreen and still the new persons are appointed for the said work. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 8 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The management intentionally concealing the appointment of the workman as per settled law the management cannot take the benefit of his own wrongs to shunt out the poor workman from his job illegally and arbitrarily. Entire record is with the management and they are concealing the material facts and filed a vague reply. The workman is married, two children, father, mother and brother, still unemployed with the help of his joint family surviving fulfilling his daily needs. It is therefore, most humbly prayed that the claim petition filed on behalf of workman may kindly be allowed as prayed in the interest of justice and equity.

4. Parties were given opportunity to lead evidence.

5. In support of his case, the workman filed his affidavit in evidence as Ex.WW1/A along with documents Ex.WW1/1 to WW1/5 and cross-examined by the learned counsel of management.

6. In support of his case, the management has filed affidavit of witness Sh. Bhushanlal Gupta, SDO. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the management witness Sh. Bhushanlal Gupta but none has appeared on behalf of workman. Several opportunities have already been given to the workman to cross-examination the witness of management. Workman has been given sufficient opportunities but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

7. Since the workman has neither put his appearance for long nor he has cross-examined the witness of management. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

8. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 12 सितम्बर, 2023

का.आ. 1453.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, दूरसंचार जिला, सेक्टर 8, करनाल, हरियाणा; एसडीओ, भारत संचार निगम लिमिटेड, पानीपत, के प्रबंधन के संबंध में नियोजकों और श्री महिंदर सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट(संदर्भ संख्या 68/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/09/2023 को प्राप्त हुआ था।

[सं. एल -40012/56/2012-आईआर-(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 12th September, 2023

**S.O. 1453.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 68/2012**) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The General Manager, Bharat Sanchar Nigam Ltd. , Telecom District, Sector 8, Karnal, Haryana; The SDO, Bharat Sanchar Nigam Ltd. , Panipat, and Shri Mahinder Singh, Worker**, which was received along with soft copy of the award by the Central Government on **12/09/2023**.

[No. L-40012/56/2012- IR (DU)]

D. K. HIMANSHU, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No. 68/2012

Registered on:-15.01.2013

Sh. Mahinder Singh S/o Sh. Dharam Pal, Village Noorwala, Distt. Panipat.

.....Workman

Versus

1. Bharat Sanchar Nigam Ltd. through General manager, Telecom District, Sector 8, Karnal, Haryana.
2. Bharat Sanchar Nigam Ltd. through its SDO, Panipat.

.....Respondents/Managements

#### Award

**Passed on:- 04.07.2023**

Central Government vide Notification No.L-40012/56/2012-IR(DU) Dated 08.01.2013, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

**“Whether the action of the management of General Manager, BSNL, Karnal in terminating the services of Sh. Mahender Singh S/o Sh. Dharampal, Computer Operator w.e.f. 20.03.2011 is just, fair and legal? If not, what relief the workman is entitled to?**

1. On the receipt of the above reference, notice was sent to the workman as well as to the management. The workman has filed its claim statement, alleging therein that the workman was appointed by the management on

regular basis w.e.f. 14.11.1995 as Peon and he was also performing the duties of computer operator. The workman was drawing monthly salary of Rs. 3,000/-. The workman had been performing his duties under the supervision of respondent no.2. The workman has been performing his duties faithfully and sincerely without any complaint from any quarter for the last thirteen years. The workman had been working under the supervision of different SDO BSNL Panipat for the last sixteen years and there are certain documents in possession of workman annexed herewith to show his sincere and hard work duties performed for the respondent-management. Due to high prices, it was very difficult for the workman to have two times meal also for his family members from the said meager salary as the said salary is below the minimum wages as prescribed by the Govt. under the Payment of Wages Act. Therefore, the workman requested the management to increase his salary. The management assured the workman for enhancing his salary w.e.f. 01-04-2011 but the management with a malaise intention and ulterior motives terminated the services of the workman wrongly, illegally, against the principles of natural justice as well as in violation of the provisions of the Industrial Disputes Act w.e.f. 19-03-2011 and when on 20-03-2011 in the morning the workman went to perform his duty he was not allowed even to enter in the premises what to say of joining and performing his duties and told that his services have been terminated w.e.f. 20-03-2011. The claimant is a workman as defined under the Industrial Disputes Act. After 20-3-2011 the workman requested the management on number of occasions not to do injustice with him and allow him to join and perform his duties but the management totally refused to concede the genuine request of the workman and declined to allow the workman to join duties. The workman along with the other co-employees who has been terminated on the same day, made the representation to respondent no.2 but to no effect. The management terminated the services of the workman by adopting unfair labour practice. While terminating the services of the workman, the management violated the law as well as provisions of the Industrial Disputes Act as employees junior to the workman are still working in the management. Even after terminating the services of the workman, the management has employed other persons on the post on which the workman was working. No notice as required under the law has been served to the workman. Neither compensation in lieu thereof was paid to the workman while terminating his service and no retrenchment compensation has been paid to the workman while terminating his service. No personal hearing was afforded to the workman before terminating his services. The services of the workman were terminated abruptly without giving any opportunity of being heard and without conducting any inquiry and without any reason and in violation of the principles of natural justice as well as Industrial Disputes Act. The termination/retrenchment of the workman is illegal, null and void, inoperative, ultra virus and as such is not sustainable in the eyes of the law and is liable to be set aside. No inquiry was ever held even no charge-sheet and show cause notice was ever served to the workman. The workman worked for about 16 years regularly without any break prior to termination of his services wrongly and illegally by the respondent/management. As per the Govt. Notification dated 10-12-2004 even the services of the daily wagers should be counted towards pension and there services should be treated as continuous and followed by absorption in regular employment without break. Further rules are made that the services of the employees to whom the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogues to the regular scale of pay should bear some relations in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment. The services of the workman have been terminated without following the mandatory provisions of the Industrial Disputes Act. It is a settled law that the provisions of Section 25-F are couched in mandatory form and non-compliance therewith has the result of rendering the order of retrenchment void ab initio or non est. The workman is totally unemployed since the day of retrenchment/termination of the services by the management and is dependent upon his nears and dears and as such is entitled to be reinstated with full back wages and continuity of service with all other benefits attached with the post. It is therefore, respectfully prayed that the management may kindly be directed to reinstate the workman with full back wages not below the minimum wages fixed under the Payment of Wages Act and further directed the management for continuity of service of the workman with all consequential benefits as per the rules mentioned under Govt. notification, in the interest of natural justice, law and equity.

2. The management has filed written statement to the claim statement filed by the workman, alleging therein that the reference against the BSNL is bad and not according to the provisions of the ID Act. The workman was not engaged by the management on regular basis nor paid any monthly salary/wages to him as claimed nor any attendance was marked by the management and therefore, there is no master-servant relationship with the workman. The workman might have worked on need basis occasionally as and when required and paid accordingly. The workman is not the workman of the BSNL as defined under the ID Act nor he can raise the dispute of termination of his services by the BSNL nor he is entitled to reinstatement or regularization as claimed by the workman in his statement of claim. The workman was not appointed by the management nor the workman has placed on record any document showing his engagement directly by BSNL nor placed on record any document showing the payment of wages/salary much less Rs. 3000/- per month. It is specifically denied that the workman had been working under the supervision and control of the management/respondent no.2. It is also denied that the workman has been performing his duties on the post much less faithfully or sincerely as alleged. The workman was never appointed much less on regular basis on the post and was not working under the supervision and control of SDO. The engagements of casual labourers were totally banned. The workman was not engaged as a casual labour on minimum wages nor he made any request to the management to increase any salary nor any assurance was given to this effect by the management. The provisions of ID Act are not attracted in this case as the workman was not engaged as casual labour nor paid any monthly wages.

The workman had not made any request to join the duty after his termination and therefore, the question of refusal to his request does not arise. The management has not violated any law as the provisions of any law are not attracted for the workman if engaged or worked on need basis occasionally as and when required and paid accordingly. There is no question of maintaining seniority of such workman therefore, the question of retaining any junior does not arise. No personal hearing was required to be given to the workman who might have worked on need basis occasionally as and when required. There is no violation of principle of natural justice as the provisions of ID Act are not attracted. The workman was not working against any sanctioned post and according to the law there cannot be a direction for absorption regularization or permanent continuance of part time temporary employees nor they can claim any parity in the salary. The workman is not covered under the notification dated 10.12.2004 as alleged nor his service as petty worker is countable nor he can claim parity in salary with the regular employee of the Govt. It is specifically denied that the workman is unemployed and dependent upon his nears and dears. The workman is gainfully employed to support himself and his family. In view of the position explained above, it is therefore, respectfully prayed that the claim of the workman may be dismissed and the reference may answered in negative as the workman is not entitled to any relief whatsoever as prayed for.

3. The workman filed rejoinder to the written statement filed by the management, alleging therein that the workman had been working with the management since 14.11.1995 till 20.03.2011 and there had not been any break in the services of workman. The workman has been rendering his services as Peon in the section of MDF under DTO Building SDO P. City. The workman had worked with various employees mainly with Satbir Singh, Phone Mechanic and Raj Kumar Technician for an about 16 years. The working time of the workman was 9 AM to 5 PM. The workman had been allocated the work of digging, new connection, shifting of connections from one place to another place, new telephone connection, to connect the wires in field, rectification of defective lines in the different areas. The workman has completed more than 16 years with management and has completed more than 240 days in service. The management without complying with the provisions contained in the Industrial Disputes Act admittedly terminated the service w.e.f. 20.03.2011 without payment of any retrenchment compensation and without following the legal provisions of Industrial Disputes Act. The remaining facts alleged in the rejoinder are same as alleged in the claim statement hence need not to be repeated again.

4. In support of their case, both the parties have filed their respective affidavit. During the pendency of the proceedings on 04.07.2023, the case was fixed for cross-examination of the workman but none has appeared on behalf of workman. Several opportunities have already been given to the workman for cross-examination but none turned up in spite of several opportunities afforded. This shows that the workman is not interested in adjudication of the case on merit.

5. Since the workman has neither put his appearance for long nor he has led any evidence. Therefore, the case of the workman is dismissed in default for the non-prosecution of the workman.

6. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1454.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (43/2018) प्रकाशित करती है।

[फा. सं. एल -39025/01/2023- आई आर (बी-1)-38]

सलोनी, उप निदेशक

New Delhi, the 13th September, 2023

**S.O. 1454.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 43/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[F. No. L- 39025/01/2023- IR(B.I)-38]

SALONI, Dy. Director

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
BENGALURU CAMP AT HYDERABAD**DATED : 26<sup>th</sup> JULY 2023

PRESENT : Shri IRFAN QAMAR

Presiding Officer

**ID No. 43/2018****APPLICANT**

Sh. Vasudevan L.,  
S/o Lokanath,  
406/28, Laggere No. 26,  
BANGALORE – 560 058.

**RESPONDENTS**

1. Kashi Security and Consultancy Services Private Limited, No. 332, 13<sup>th</sup> Main, 6<sup>th</sup> Cross, HAL II Stage, Indiranagar, BANGALORE – 560 038.
2. The General Manager, Canara Bank, Head Office, J C Road, BANGALORE.

**Appearances**

I Party : Sh. R Nagendra Naik

Advocate

II Party : 1. Sh. G L Vishwanath

Advocate

2. Sh. T R K Prasad

Advocate

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the Kashi Security and Consultancy Services Private Limited / Canara Bank who is Discharged from service w.e.f. 31.03.2017 by both the Respondents.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Memo of Withdrawal alongwith Affidavit stating that an out of Court settlement has been arrived with the Respondent No. 1 and they do not have any further claim against both the Respondents. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the records, Applicant has filed Memo for Withdrawal dated 09.07.2023 in the present matter voluntarily. The Respondents have submitted no Objection in that regard. Therefore, in view of the above Memo for Withdrawal is allowed and the Petition filed by the Petitioner under Section 2A(2) of ID Act is dismissed as withdrawn in terms of the settlement arrived out of the Court accordingly. No Claim Award is passed. Transmit.

(Dictated to Secretary to Court at Camp Court, transcribed by him, corrected and signed by me on 26<sup>th</sup> July 2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1455.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलोर के पंचाट (45/2018) प्रकाशित करती है।

[सं. एल -39025/01/2023- आई आर (बी-II)-37]

सलोनी , उप निदेशक



New Delhi, the 13th September, 2023

**S.O. 1455.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 45/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2023- IR(B.II)-37]

SALONI, Dy. Director

# **ANNEXURE**

## **BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BENGALURU CAMP At HYDERABAD**

DATED : 26<sup>th</sup> JULY 2023

PRESENT : **Shri IRFAN QAMAR**  
Presiding Officer

### **ID No. 45/2018**

#### **APPLICANT**

Sh. Laxmana,  
S/o Ramanna,  
318, 2<sup>nd</sup> Main, 2<sup>nd</sup> Cross,  
Muneshwar Block,  
BANGALORE – 560 091

#### **RESPONDENTS**

1. Kashi Security and Consultancy Services Private Limited, No. 332, 13<sup>th</sup> Main, 6<sup>th</sup> Cross, HAL II Stage, Indiranagar, BANGALORE – 560 038.
2. The General Manager, Canara Bank, Head Office, J C Road, BANGALORE.

#### **Appearances**

I Party : Sh. R Nagendra Naik  
Advocate

II Party : 1. Sh. G L Vishwanath  
Advocate  
2. Sh. T R K Prasad  
Advocate

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the Kashi Security and Consultancy Services Private Limited / Canara Bank who is Discharged from service w.e.f. 31.03.2017 by both the Respondents.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Memo of Withdrawal alongwith Affidavit stating that an out of Court settlement has been arrived with the Respondent No. 1 and they do not have any further claim against both the Respondents. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the records, Applicant has filed Memo for Withdrawal dated 09.07.2023 in the present matter voluntarily. The Respondents have submitted no Objection in that regard. Therefore, in view of the above Memo for Withdrawal is allowed and the Petition filed by the Petitioner under Section 2A(2) of ID Act is dismissed as withdrawn in terms of the settlement arrived out of the Court accordingly. No Claim Award is passed. Transmit.

(Dictated to Secretary to Court at Camp Court, transcribed by him, corrected and signed by me on 26.07.2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1456.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (48/2018) प्रकाशित करती है।

[सं. एल -39025/01/2023- आई आर (बी-II)-35]

सलोनी, उप निदेशक

New Delhi, the 13th September, 2023

**S.O. 1456.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.48/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2023- IR(B.II)-35]

SALONI, Dy. Director

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
BENGALURU CAMP At HYDERABADDATED 26<sup>th</sup> JULY 2023PRESENT : **Shri IRFAN QAMAR**  
Presiding OfficerID No. 48/2018APPLICANT

Sh. N Prakash,  
S/o Nanjappa,  
51, Satish Building, 4<sup>th</sup> Cross,  
Maruthi Extension,  
Chokkasandra,  
BANGALORE – 560 057.

RESPONDENTS

1. Kashi Security and Consultancy Services Private Limited, No. 332, 13<sup>th</sup> Main, 6<sup>th</sup> Cross, HAL II Stage, Indiranagar, BANGALORE – 560 038.
2. The General Manager, Canara Bank, Head Office, J C Road, BANGALORE.

## Appearances

I Party : Sh. R Nagendra Naik  
AdvocateII Party : 1. Sh. G L Vishwanath  
Advocate  
2. Sh. T R K Prasad  
Advocate

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the Kashi Security and Consultancy Services Private Limited / Canara Bank who is Discharged from service w.e.f. 31.03.2017 by both the Respondents.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Memo of Withdrawal alongwith Affidavit stating that an out of Court settlement has been arrived with the Respondent No. 1 and they do not have any further claim against both the Respondents. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the records, Applicant has filed Memo for Withdrawal dated 09.07.2023 in the present matter voluntarily. The Respondents have submitted no Objection in that regard. Therefore, in view of the above Memo for Withdrawal is allowed and the Petition filed by the Petitioner under Section 2A(2) of ID Act is dismissed as withdrawn in terms of the settlement arrived out of the Court accordingly. No Claim Award is passed. Transmit.

(Dictated to Secretary to Court at Camp Court, transcribed by him, corrected and signed by me on 26<sup>th</sup> July 2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1457.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (46/2018) प्रकाशित करती है।

[सं. एल-39025/01/2023- आई आर (बी-II)-36]

सलोनी, उप निदेशक

New Delhi, the 13th September, 2023

**S.O. 1457.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.46/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2023- IR(B.II)-36]

SALONI, Dy. Director

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BENGALURU CAMP At HYDERABAD

DATED : 26<sup>th</sup> JULY 2023

PRESENT : **Shri IRFAN QAMAR**  
Presiding Officer

**ID No. 46/2018**

#### **APPLICANT**

Sh. Venkatesh V,  
S/o Vasudevan,  
29, 1<sup>st</sup> Main, 2<sup>nd</sup> Cross,  
Kaverinagar, Laggare,  
BANGALORE – 560 058.

#### **RESPONDENTS**

1. Kashi Security and Consultancy Services Private Limited, No. 332, 13<sup>th</sup> Main, 6<sup>th</sup> Cross, HAL II Stage, Indiranagar, BANGALORE – 560 038.
2. The General Manager, Canara Bank, Head Office, J C Road, BANGALORE.

#### Appearances

I Party : Sh. R Nagendra Naik  
Advocate

II Party : 1. Sh. G L Vishwanath  
Advocate  
2. Sh. T R K Prasad  
Advocate

1. The petition is filed under Sec 2-A(2) of the Industrial Disputes (Amendment) Act, 2010 (for brevity 'the Act') by the 1st Party workman / former employee of the Kashi Security and Consultancy Services Private Limited / Canara Bank who is Discharged from service w.e.f. 31.03.2017 by both the Respondents.

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Memo of Withdrawal alongwith Affidavit stating that an out of Court settlement has been arrived with the Respondent No. 1 and they do not have any further claim against both the Respondents. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the records, Applicant has filed Memo for Withdrawal dated 09.07.2023 in the present matter voluntarily. The Respondents have submitted no Objection in that regard. Therefore, in view of the above Memo for Withdrawal is allowed and the Petition filed by the Petitioner under Section 2A(2) of ID Act is dismissed as withdrawn in terms of the settlement arrived out of the Court accordingly. No Claim Award is passed. Transmit.

(Dictated to Secretary to Court at Camp Court, transcribed by him, corrected and signed by me on 26<sup>th</sup> July 2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1458.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डॉयचे लुफ्थांसा एजी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (पहचान नहीं 21/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12/09/2022 को प्राप्त हुआ था।

[सं. एल -20013/01/2023-आई.आर. (सी.एम-1)]

मणिकंदन एन, उप निदेशक

New Delhi, the 13th September, 2023

**S.O. 1458.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**ID. No. 21/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court N0.2, New Delhi** as shown in the Annexure, in the industrial dispute between the Management of **Deutsche Lufthansa AG**, and their workmen, received by the Central Government on **12/09/2023**.

[No. L-20013/01/2023 – IR (CM-I)]

MANIKANDAN. N, Dy. Director

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present:

Smt. Pranita Mohanty,  
Presiding Officer, C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

**ID. NO. 21/2021**

**Date of Passing of Award- 3<sup>rd</sup> July, 2023.**

Between:

1. Sh. Nayan Phawa,  
R/o 2/1C, Pocket-B, Phase-III,  
Ashok Vihar, New Delhi-110052.

2. Mayank Malik,  
R/o BW 74C Shalimar Bagh, New Delhi-110088

Applicants / Claimants

Versus

1. Deutsche Lufthansa AG,  
2<sup>nd</sup> Floor, Novotel Puliman Hotel,  
Commercial block, Asset No. 02, Delhi Aerocity,  
G.M.R Hospitality District, I.G.I Airport New Delhi-110037.
2. Namita Chowdhary Head-Human Resources,  
South Asia, Del B/NR-H Shared Services International India Pvt. Ltd.  
Novotel Pullman Hotel, Commercial block Aerocity,  
New Delhi-110037.
3. Florian Hoser, Head of Corporate & Business Functions,  
Regional Management South Asia, Shared Services,  
International India Pvt. Ltd. Novotel Pullman Hotel,  
Commercial Block Aerocity, New Delhi-110037.

Managements

Appearances:-

Sh. Mohan Bir Singh, Ld. A/R for the workmen.

Sh. Anil Bhatt, Ld.A/R for the management.

### **AWARD**

This award shall dispose of a compliant/application filed by the workmen Mayank Malik and others under section 33A of the Industrial Dispute Act, 1947 (in short The Act) with the averment that the workmen as per the list Annexed to this award (originally 25 in number) were employed by the mgt no.1 as Cabin Crew and separate letter of appointment was issued to the individual workmen. They are the members of the Lufthansa Cabin Crew Association. With regard to their service condition, the Association had submitted a charter of demands to the Mgt. On failure of a mutual agreement on the same, a conciliation proceeding was initiated before the Labour Commissioner. After discussion on several rounds the conciliation failed and the appropriate Govt. referred the matter to Central Govt. Industrial Tribunal New Delhi by order dated 22.01.2018 for adjudication in terms of the reference. That dispute is pending before this Tribunal as ID NO. 05/2018. Pending adjudication of that dispute, the mgt terminated the service of these petitioners on 02.02.2021, having knowledge that these applicants are connected with the Industrial Dispute pending as Id no. 05/2018. While terminating their services, the mgt though directed that the order of termination shall take immediate effect, failed to comply with the mandatory provisions of the ID Act mentioned in chapter V A and V B of the ID Act. Thereby, the mgt grossly violated the provisions of section 33 of the ID Act. Being aggrieved the applicants filed present application praying inter-alia to quash the order of termination dated 02.02.2021 issued in respect of the individual complainant/ Applicant. The stand taken by the Applicants is that the action of the mgt in terminating their service during the pendency of industrial Dispute in which the claimants are connected is illegal for violation of the condition of section 33 of the ID Act and amounts of unfair labour practice.

The complaint has been resisted by the Mgt no.1 by filing a written. The preliminary objection taken is that section 33A of the Act is attracted only in such cases where the termination of service of the workmen is punitive and is founded on an act of misconduct. In this case, the crew members have not been dismissed from service for committing an act of misconduct. In the termination letter it has been clearly mentioned that the service of the crew members, who were appointed on a fixed term contract is being terminated in terms of clause 1 of their contract, on payment of one month salary in lieu of a notice along with other contractual and statutory dues. The termination was done as a last resort, since the mgt, for substantial loss suffered in it's business post covid 19 pandemic, is not able to maintain the large contingent of India based flight attendance any further. Prior to the said termination the mgt no.1 had exhausted all it's resources to ensure their job security. In fact, the mgt and the union had agreed that the crew members will go on unpaid leave, because the flights were grounded. However, the same did not fructify because of some issues within the union. This left the mgt with no option than terminating the service of the fixed term employees which was done in strict compliance of the terms of their employment. The other stands taken by the mgt is that there is no nexus between the proceeding ID 05/2018 pending before this Tribunal and the action of

termination, since the termination took place for a different reason entirely. With reference to Id no 05/2018, the mgt has taken a stand that in that proceeding issues have already been framed including the issue relating to maintainability. Unless and until that proceeding is held to be maintainable as an Industrial Dispute the present application filed under section 33A of the Act is not maintainable. The other objection taken is that section 33A of the ID Act is a special provision giving a right to a workman for adjudication as to whether condition of service etc. are changed during the pendency of the proceeding by the employer and the same amounts to contravention of the provisions of section 33 of the ID Act. But in this case, the complaint was filed by two of the Cabin Crew namely Mr. Nayan Pahwa and Mr. Mayank Malik on behalf of 25 cabin crew members whose names are mentioned in annexure A of the complaint. But the complainants have failed to place on record any authorization letter/resolution through which Mr. Nayan Pahwa and Mr. Mayank Malik have been authorized to represent the remaining 23 terminated crew members. The complaint petition does not bear the signature of the crew members terminated. In total 102 crew members were terminated by order dated 02.02.2021 and 31 of them entered into a settlement with the mgt. Thus the mgt has taken a stand that the order terminating the fixed term employment of the cabin crew has nothing to do with the dispute pending as ID No. 05/2018 and the action of termination not being punitive in nature, the allegation that the provisions of section 33(2)(b) of the ID Act has been contravened is unfounded. It has also been pleaded by the mgt that on an earlier occasion a similar application was filed by some terminated cabin crew members and this Tribunal while disposing the application by order dated 11.12.2018, concluded that the employees could not establish the illegality of the Act and punitive nature of the Act for proving contravention of section 33 of the ID Act since their fixed term contracts were not renewed by the mgt. With such assertions the mgt has pleaded for rejection of the complaint as not tenable.

The workmen field rejoinder stating that all the 23 dismissed cabin crew have authorized Nayan Pahwa and Mayank Malik to represent them in this proceeding. There is no such rule or procedure that the complaint is to be filed by the individual workman. All the complainants had given authorization letter in favor of Nayan Pahwa and Mayank Malik and subsequently issued individual confirmation letter which have been placed on record. Initially 25 cabin crew had joined in this proceeding but subsequently five of them resolved their grievance with the mgt and wished not to pursue a complaint. It has been stated that the word punishment has nowhere been defined under the ID Act. In such a situation, the term is to be understood as used in common parlance. In Black's law dictionary punishment has been explained as a sanction- such as, fine, penalty, confinement, or loss of property, right, or privilege- assessed against a person who has violated the law. The Hon'ble Supreme Court in different decisions have held that termination of service, whether by dismissal or discharge is the highest punishment. In this case, all the workmen had worked continuously for the mgt for a prolonged period starting from 2007 onwards. Each of them had worked for 240 days or more in the preceding calendar year of the date of termination. All the complaints of this proceeding are the members of the Lufthansa cabin crew association. Through the said union, they had submitted a charter of demand to the mgt. No amicable decision could be arrived at in spite of several rounds of discussion and thus a dispute was raised before the conciliation officer. On failure of conciliation, the dispute has been referred to this Tribunal for adjudication on the legality and justification of the demand. Thus, the complainants of this proceeding are connected with the Industrial Dispute pending as ID 05/2018. While the matter stood thus, the mgt had called upon the workmen to accept a proposal to the effect that they would remain as employees of the mgt, but proceed on unpaid leave for a period of two years. This proposal of the mgt was rejected by the workmen and in retaliation thereof, the mgt terminated the service of the India based cabin crews. Thus, there is an incontrovertible connection between the disobedience of the mgt's order and termination of the service of the workmen which is nothing but a punishment of dismissal from service. Before such termination the mgt never complied with the provisions of section 33 (2)(b) of the ID Act and for such non compliance, the action of the mgt becomes non est and liable to be set aside. While denying that the fixed term employment was discontinued, the complainants have stated that the individual workman of this proceeding had served for the mgt for a period exceeding 10.15 years and it is admitted that the provisions of chapter V A and V B were not complied.

On these rival pleadings the following issues were framed.

#### **Issues**

1. Whether the complaint filed u/s 33A of the ID Act is maintainable.
2. Whether the cause of the claimants was properly espoused.
3. Whether the employer i.e. the opposite parties during the pendency of a labour dispute changed the service condition of the claimant by terminating their services having knowledge that the workmen are connected with the Industrial dispute pending.
4. To what relief the claimants are entitled to.

On behalf of the claimants the General Secretary of Union Ms. Shalini Sharma testified as WW1 and Mr. Mayank Malik testified as WW2. They also proved documents marked as WW1/1 (colly) and WW2/1 (Colly). Similarly, the mgt examined Mrs. Namita Chaudhary, Head, Human Resources, South Asia of Respondent no.1 as MW1. She also proved some documents in a series of MW1/1 to MW1/5 (colly).

The witnesses examined on behalf of the claimants stated that 25 cabin crew whose services were terminated, by authorizing Nayan Pahwa and Mayank Malik, had filed the present application. Out of them 8 including Nayan Pahwa settled the dispute with the mgt and currently 17 of them are pursuing the matter. Both the witnesses have stated in clear terms that they are connected with ID no. 05/2018 as that is a proceeding relating to general demand and service condition of the cabin crews. The mgt had sufficient knowledge about the pendency of that proceeding and connection of the complainants with the said proceeding. Despite that their services were terminated, Ww2 has stated that when the proceeding relating to the charter of demand was pending as ID No. 05/2018 the mgt had called them for a discussion and gave a proposal of salary cut. The cabin crew members agreed for the same and demanded that as a measure of assurance, their contract be extended beyond that period of two years from the date of agreement. The mgt did not accept the same and on the contrary, terminated their service. The witness examined on behalf of the mgt has stated that despite the pandemic and decline in business, the mgt was maintaining a large contingent of India based flight attendants. The mgt took various cost effective measures for its survival. All these steps were taken after an effective discussion with the representatives of the Lufthansa Cabin Crew Association, which was the recognized union. Several agreements to that effect were executed in the year 2020. But the mgt could not resume flight operation for several reasons causing huge loss in business and thus the cabin crew association was approached for their further cooperation including a major such as continuance of employment without salary for a period of two years. Though an agreement to that effect was signed, the same was not acted upon due to some internal disagreement in the union. However, few crew members proceeded on unpaid leave for two years. Since, the flights were grounded for a long time, the mgt was left with no option than terminating the service of crew members who were appointed on a fixed term contract. The termination was never for any kind of misconduct but in accordance to the contract of their appointment, as one month salary in lieu of notice along with other contractual dues were paid. Thereby the witness stated that the mgt had never contravened the provisions of section 33 of the ID Act entailing the action under section 33A of the Act.

### **Findings**

All the issues being interlinked and inter-dependent have been taken up for consideration together

At the outset of the argument the Ld. A/R for the mgt no. 1 pointed out that the complaint has been filed alleging contravention of section 33 of the Id Act during the pendency of Id No. 05/2018. But the complaint is not maintainable as the same has been signed and verified by only two persons i.e. Mr. Nayan Pahwa and Mr. Mayank Malik and the remaining complainants have not signed or verified the complaint petition. Furthermore, Nayan Pahwa did not enter the witness box as he settled his dispute with the Respondent no. 1 during the pendency of this proceeding. The other complainants, whose names find place in annexure A to the complaint petition, did not choose to testify as witnesses. He also argued that the complaint under section 33A of the ID Act is akin to a dispute raised under section 2A of the ID Act. Since the procedure of CPC is followed in these types of proceedings the complaint petitions ought to have been signed and verified by all the complainants. To support his stand he placed reliance in the case of **Shankar Chakravarti Vs. Britannia Biscuit Co. Ltd. & Anr, 1979(3) SCC 371**. While pointing out to the record of this proceeding, he submitted that no authority letter was executed in favour of Mayank Malik and Nayan Pahwa on the date of filing of the complaint on 25.02.2021. As a damage repairing measure, the authority letter executed in favour of Mayank Malik and Nayan Pahwa on 28.11.2021, was filed followed by another authority letter in form F dated 03.12.2021. All these documents are liable to be rejected and the complaint by two persons on behalf of 23 others cannot be entertained. The submission of the Ld. A/R has made it expedient to examine if the complaint need to be filed/signed by the individual complainants.

In the case of Shankar Chakravarti the Hon'ble Supreme Court have observed that Rule 60 of the Industrial Disputes (Central) Rules 1957 prescribes the procedure as to how the application under section 33 is to be made. According to this rule the application has to be filed in form J or K as the case may be, and need to be a verified application. But the said observation of the Hon'ble Supreme Court is not with regard to the application filed under section 33A by the workmen which is different in nature from the application filed under section 33. No doubt as per rule 60 an employer intending to obtain express permission in writing of the Conciliation Officer, Labour Court or Tribunal under sub-section (1) or sub-section (3) of section 33 shall present an application in form J or K in triplicate. But no such rule has been prescribed for the workmen filing application under section 33A of the Act alleging violation of Section 33 of the Act. In this proceeding, the claimants have filed authority letter executed by the individual workmen in favour of the applicants Mayank Malik and Nayan Pahwa and each of them have handed over the relevant documents like their appointment letter to the same authorized persons. In the complaint petition, the authorized persons have clearly mentioned that the claim is filed on behalf of themselves and 23 other cabin crew listed in annexure A. In addition to that the claimants have filed the authorization in favour of their representatives and the advocates in form F prescribed under the Rule. Hence, in absence of any clear rule or procedure for filing the application under section 33A individually by the aggrieved persons, this Tribunal finds no reason of rejecting the authority letter in form F and the joint complaint application filed by the authorized persons.

Strenuous argument was advanced by the Ld. A/R for the mgt no. 1 stating that the Id no. 05/2018 is admittedly pending before this Tribunal and it is in respect of the general demands of the Cabin Crew Association. But in that proceeding issues have been framed and one of the issues is about maintainability of the said proceeding.



The maintainability has been challenged for want of valid espousal. Unless and until that proceeding is decided and held to be an Industrial Dispute, the applicants of this proceeding cannot take the advantage of section 33A of the ID Act alleging contravention of section 33 of the Act. He also argued that the complaint has been filed alleging termination of employment during pendency of ID no. 05/2018 and in view of the same the employer is required to seek permission or approval before terminating the service. But unless and until that there is a positive finding by the Tribunal the pending dispute is an Industrial Dispute, no cognizance can be taken on the present complaint filed under section 33A of the ID Act. He also pointed out that in the complaint petition filed, the complainants have not alleged that the termination of fixed term employment contract was punitive in nature. Unless it is so pointed out the provisions of section 33A for violation of section 33(2)(b) cannot be raised. To support his submission he placed reliance in the case of **Syndicate Bank Ltd. Vs. K. Ramnath V. Bhat 1968(1) SCR 327** decided by the Hon'ble Supreme Court and in the case of **Gowrishanker Oil Mills Vs. Industrial Tribunal & Others, 1961 SCC Online KAR 197**. Basing on these judgments, he argued that as observed by the Hon'ble Apex Court in syndicate bank case this Tribunal can take cognizance of the complaint only when there is a positive finding that the pending dispute is an industrial dispute and not otherwise. He also pointed out that before a complaint under section 33A against the employer is entertained, the workman must show that the employer has contravened the provisions of section 33 of the ID Act during the pendency of this proceeding. In this case, the termination of service not being punitive in nature, but for the administrative reason of the mgt and the applicants being in fixed term employment and the terms of employment was complied properly provision of section 33A is not invocable.

The Ld. A/R for the claimant in his reply submitted that the facts of syndicate bank case (supra) is distinguishable from the facts of the present case. He pointed out to the pleadings of the mgt and submitted that the mgt has admitted that the ID No. 05/2018 is in respect of the general demands relating to the service condition of the cabin crew raised by their Association. Hence, there is no controversy that the complainants of this proceeding are directly connected with the proceeding pending as ID 05/2018.

On a careful perusal of the judgment of syndicate bank it is noticed that in that, case the contention of the Appellant mgt was that no industrial dispute was pending when the order of dismissal was passed. Hence, the question of contravention of section 33 of the Act never arose entitling the claimants to file the complaint under section 33A of the Act. After examining the documents and evidence, the Hon'ble Supreme court in the case of syndicate bank concluded that the Id no. 04/1964 was pending from 08.01.1964 to 08.10.1964 and the order of the Managing Director dismissing the Respondent from service was made on 12.11.1963, which date, admittedly, falls outside the duration of the pendency of ID No. 04/1964.

The judgment of Syndicate Bank being distinguishable on facts, in this case, it is concluded that ID No. 05/2018 is a proceeding in which the complainants are connected with since the same is a proceeding relating to the general demand of the cabin crew of management no. 1.

Now, it is necessary to examine if the termination of service of the claimants is in contravention of section 33(2)(b) of the ID Act. The Ld. A/R for the mgt argued that contravention of section 33(2)(b) occurs when a person is discharged or dismissed for any misconduct not connected with the dispute pending and without complying the mandatory provisions laid there under. In this case, admittedly, the complainants fixed term contracts were terminated for operational reason of the Air Line. The said termination was never a punitive action for any misconduct of the complainants. Hence, the applicants are not permitted to invoke the provisions of section 33A of the ID Act. He also pointed out that in the claim petition the applicants have not whispered a word alleging the punitive action taken against them. While filing the rejoinder, though they have explained that for refusal to accept the proposal of the mgt to go on leave for two years without pay the mgt out of vindication, terminated their services. But this statement, in the rejoinder cannot take the place of pleading and there being no pleading about dismissal as a mode of punishment the same should not be accepted to invoke the provisions of section 33 A of the Act. He also stated that the termination simpliciter of fixed term employment contract which is an exception to the definition of retrenchment as defined in section 2(oo) (bb) of the ID Act, does not amount to contravention of section 33A. He placed reliance in the case of **Birla VXL Limited Vs. State of Punjab & Others, 1998 LLR 1167 (para7)** and **Blue Star Employees Union Vs. Ex-OFF Private Secretary Government, 2008 SCC page 94**.

The Ld. A/R for the complainants counter argued that the Hon'ble High Court of Delhi, in the recent judgment delivered by the Division Bench in the case of **Management of National Highways Authority of India Vs. Vinita reported in 2021 ICLR page 61** have inter-alia held that:

- i. For a case to be brought under Section 2(oo)(bb), employer has to plead and prove that the work for which Workmen was engaged was not of a permanent nature but need arose due to some contingency and for a short period and that ended after a period or shortly thereafter.
- ii. However, Section 2(oo)(bb) cannot be read in isolation. Under definition of Workmen under Section 2(s) word permanent is not used. Thus, any one hired to do work is qualified to be a Workmen.
- iii. Factual findings of CGIT not challenged by parties that Respondent continued to work for Appellant even after expiry of contract till her termination.

- iv. Hence compliance under Section 25F and 25G was required as Respondent is not covered under Section 2(oo)(bb).

He, thereby, argued that when the complainants had worked for a long period varying from 14 to 15 years and had completed 240 days of work in the preceding calendar year, the stand of the mgt that provisions of section 25F and 25G were not complied nor any seniority list was displayed before termination for their fixed term contract is not tenable. In the said judgment of National Highway Authority, the Hon'ble High Court of Delhi have clearly held that for compliance of the provisions of section 25F and 25G there is no distinction between a permanent employee and the temporary employee and termination of service without complying with the provisions section 25F of the ID Act is illegal.

In this case the witness examined on behalf of the mgt admitted in clear terms that the provisions of section 25F, 25G were not complied. In the case of **M. Venu Gopal vs. L.I.C of India (1994)1LLJ 597** the Hon'ble Supreme Court have held that the definition of retrenchment being very wide and comprehensive in nature, shall cover, within its ambit, termination of service in any manner and for any reason otherwise than as a punishment inflicted by way of disciplinary action. On a careful reading of the decisions referred supra, it is concluded that the termination of the service of the complainants amounts to retrenchment defined under section 2(oo) of the ID Act and doesn't fall under the exception of section 2 (oo)(bb) of the said Act. It is the admitted position that the provisions of section 25F and 25G were not complied by the mgt before such termination.

The Ld. A/R for the mgt further argued that the provisions of section 33 (2)(b) can be held as contravened only when the alleged termination is being done as a mode of punishment. The complainants of this proceeding were not punished for any misconduct and the action of termination was never punitive. His other limb of argument is that this fact was never pleaded in the complaint petition and the rejoinder is not a pleading. To fortify his argument he placed reliance in the case of **Amarjeet Singh vs. Smt. Bhagwati Devi, FAO 134/1979** decided by the Hon'ble High Court of Delhi wherein it has been held that under order VI Rule 1 of CPC pleading means plaint or written statement and the replication is not a pleading for claiming relief and the decision of a case cannot be based on grounds outside the pleadings of the parties. He thereby submitted that whatever has been raised for the first time by the complainant in the rejoinder cannot be entertained and cannot form basis of the award. But this argument of the Ld. A/R for the mgt does not sound convincing since in the case of **M.L Gupta vs. Kripal Singh (98(2002) DLT 683)** the Hon'ble High Court of Delhi have held that replication cannot be filed by the plaintiff except by way of defence to set off as a matter of right. But with the leave of the court can be presented. Once the court required a party to file the replication, the said replication will become part of the pleading. Hence in this case when filing of rejoinder was allowed without any objection from the mgt the same is accepted as the pleading of the complainants wherein they have pleaded about the punishment inflicted on them by the mgt by terminating their service, since they refused the offer of the mgt to proceed on a two year unpaid leave and the said termination amounts to retrenchment.

The Ld. A/R for the claimants advanced the argument that the Industrial Dispute Act does not define the word punish or punishment. In Black's law dictionary the word 'punish' has been given a meaning "a sanction-such as a fine, penalty, confinement or loss of property, right or privilege assessed against a person who has violated the law. The mgt witness Ms. Namita Chaudhry has admitted during cross examination that the complainants were offered to remain under the employment of the mgt but to proceed with unpaid leave for a period of two years in view of the slow down of the business. The witness during cross examination also admitted that the complainants did not accept the proposal and on account of disobedience their service was terminated. This clearly shows that the termination of service was a punitive action taken against the complainant. The misconduct referred to in section 33(1)(b) or section 33 (2)(b) need not necessarily be a misconduct flowing out of an act of the workmen. If the action is followed by any direction not accepted by the employee, the same amounts to punishment.

The provisions of section of 33(2)(b) unambiguously mandatory in nature. It has been clearly provided under section 33(2)(a) and 33(2)(b) that during the pendency of an Industrial Dispute, the employer can alter the service condition of the employee in regard to any matter not connected with the dispute or for any misconduct not connected with the dispute discharge or punish provided that no such workman shall be discharged or dismissed unless he has been paid wage for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. In the case of **Mahendra Singh Dhantwal Vs. Hindustan Motor Ltd., (1976) 4 SCC 606** the Hon'ble Supreme Court have held that section 33(2)(b) makes it obligatory upon the employer to make an application to the Tribunal under the proviso only when he discharges or dismisses a workman for misconduct. The misconduct contemplated under section 33(2)(b) of the Act need not be the one enumerated in the standing order of the company. Even though, a given conduct may not come within the specific terms of misconduct described in the standing order, it may still be a misconduct in the special facts of the case. Hence in this case the refusal by the complainants to accept the conditions offered by the mgt which was definitely damaging to their interest was taken as a misconduct by the employer and consequently their services were terminated.

The provisions of section 33(2)(b) provides that for discharging or punishing a workman whether by dismissal or otherwise during the pendency of the industrial dispute, the mgt is required to act simultaneously by

paying wage for one month and making an application seeking approval of the Tribunal of the action taken. In this case admittedly no application for approval has been filed by the mgt. On behalf of the workman argument was advanced that all the claimants were working for the mgt for a long period ranging from 14 to 15 years and the mgt witness had admitted that the provisions of section 25F and 25G were not complied as they were under the fixed term employment. He argued that provision of section 25f and 25G are mandatorily to be complied before termination of the employment and there is no distinction between a permanent employee and temporary employee in this regard. Thus, from the evidence on record it is again proved that the provisions of section 25 and G not complied and the order of termination was passed in contravention of the provisions of section 33(2)(b) of the ID Act.

In the case of **Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/05/2018)**, Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under:-

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the suffer is the employee/workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.”

A Similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018**.

The constitution Bench of the Hon'ble espurem court in the case of **Jaipur Zila Sahakari Bhoomi Vikas Bank Ltd. Vs. Shri Ram Gopal Sharm and Ors., 2002 CLR, 789** have held that a termination of service of employee- effect- non grant of approval under section 33(2)(b) is that the order of dismissal becomes ineffective from the date it was passed and therefore the employee becomes entitled to wage from the date of dismissal to the date disapproval of the application and no specific order for reinstatement would be necessary. In such a situation it will be deemed that the order or discharge or dismissal had never been passed. Consequence of it is that the employee is deemed to have continued in service entitling him to all the benefits available.”

In this case the mgt is guilty of contravening the provisions of section 33(2)(b) of the ID Act and for not complying the provisions of section 25F and 25G of the ID Act which makes the order dated 02.02.2021 termnaing the services of the claimants as per the list enclosed illegal.

Having regard to the legal positing as discussed above it is held that the applicants herein (as per the list enclosed) are entitled to reinstatement into service in the same position as they were on the date of termination with full back wages in as much as the termination of the applicants is per-se illegal and the mgt has not led any evidence to show that they have been gainfully employed during the intervening period after their termination. All the issues are accordingly answered in favour of the workmen. Hence ordered.

### **ORDER**

The Complaint filed by the claimants (List enclosed) is allowed. It is held that the Mgt no. 1 during the pendency of Id No. 05/2018, acted illegally in terminating the services of the claimants without seeking approval of this Tribunal and without complying the provisions of Section 25F & 25G of the ID Act. The action of the mgt no. 1 is in complete violation of the provisions of Section 33(2)(b) of the ID Act. The claimants are held entitled to reinstatement with full back wages and continuity of service from the date of termination of service. The Mgt no. 1 is further directed to reinstate the complaints forthwith and pay them their last drawn salary and the arrears within 2 months from the date of publication of the award without interest, failing which the amount accrued shall carry interest @ 6% per annum from the date of the challenged dismissal and till the amount are finally paid. The list of the claimants is attached herewith as annexure –A:-

### **ANNEXURE-: “A”**

<b>SR. No.</b>	<b><u>Name of the claimants</u></b>
1	Mayank Malik
2	Jatin Mishra
3	Pallavi Shandilya

4	Bhavatharani Shivkumar
5	Joanne Fonseca
6	Preeti Kadam
7	Leena Singh
8	Debashis Rasaily
9	Sameera Kalsi
10	Radhika Puri
11	Swati Singh
12	Nilesh D'sa
13	Neha Luthra
14	Gautam Dhawan
15	Snehal Gaikwad
16	Roopam Bhatti
17	Simantini Jhina

The application filed u/s 33A is accordingly answered.

Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRINITA MOHANTI, Presiding Officer

CGIT-cum-Labour Court.

3<sup>rd</sup> July, 2023

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1459.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए-डाइट एक्सप्रेस अतिथि सेवा, के प्रबंधन के संबद्ध नियोजकों और कामगार / संघ, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- कोलकाता पंचाट(संदर्भ संख्या 19 OF 2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल -42011/131/2019-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th September, 2023

**S.O. 1459.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 19 OF 2019) of the **Central Government Industrial Tribunal cum Labour Court – Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **A-Diet Express Hospitality Service, and The Worker /Union**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-42011/131/2019-IR (DU)]

D. K. HIMANSHU, Under Secy.

## ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice K.D. Bhutia, Presiding Officer.

REF.NO.19 OF 2019

Parties Employers in relation to the management of

A-Diet Express Hospitality Service

AND

Their workmen

Appearance: On behalf of Management : None  
On behalf of the Workmen : None

Dated 13<sup>th</sup> June, 2023AWARD

The Principal Employer is present through its Ld. Counsel.

The Contractor Employee and its three employees who have raised the present dispute are found absent when the matter is called. As per track report notice of appearance sent to workmen no.3 and 4 were duly served upon them on 25.02.2023. Despite having due knowledge about the present reference case all three workmen refrained themselves from attending this tribunal and failed to proceed further with hearing of the matter. Records shows they had put appearance and had filed their statement of claim on 02.01.2020, but reason best known to them they have stopped perusing with their dispute. Considering such conduct on the part of the workmen, this tribunal decided to dispose of the present reference case by invoking provision of Rule 22 of I.D. Rule 1957. By order No.L-42011/131/2019-IR(DU) dated 30.09.2019, the Government of India, Ministry of Labour referred the following dispute for adjudication by this tribunal:-

“Whether the action of the service Provider headed by Hall Management Centre. IIT, Kharagpur in termination the services of S/Sh. P. Dhanna Swami, P. Kashi Biswanath, Swapan Sarkar is legal and/or justified ? If not, What relief the three workmen are entitled to ?

In the record save a and except uncorroborated statement of claim of the workmen there is no substantive evidence either oral or documentary in support of the contents of the claim statement .

Therefore, this is no materials on record to determine the issue under reference.

Further, the conduct of the workmen prove that they are no more interested to proceed with the case.

Accordingly, no dispute award is passed and Reference Case no.19 of 2019 is disposed of.

Justice K. D. BHUTIA, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1460.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आईबीबीजेड-1, सीपीडब्ल्यूडी, निर्माण भवन, सिलीगुड़ी, के प्रबंधन के संबद्ध नियोजकों और कामगार / संघ, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- कोलकाता पंचाट (संदर्भ संख्या 01 OF 2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल -42011/363/2022-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th September, 2023

**S.O. 1460.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 01 OF 2023) of the **Central Government Industrial Tribunal cum Labour Court – Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **IBBZ-I, CPWD, Nirman Bhawan, Siliguri, and The Worker /Union**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-42011/363/2022-IR (DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Present: Justice K. D. Bhutia, Presiding Officer.****REF. NO. 01 OF 2023****Parties:** Employers in relation to the management of**IBBZ-I, CPWD, Nirman Bhawan, Siliguri****AND****Their Workmen****Appearance :**On behalf of Management **The Chief Engineer, IBBZ-I CPWD** : AbsentOn behalf of Management **The Superintending Engineer, BFC-II,** : Absent**IBBZ-I, CPWD**

On behalf of the Workmen/Union : Absent

**Dated 3<sup>rd</sup> August, 2023****AWARD**

Today too both the Union and the employer are found absent like on the previous days, despite due service of notice upon them.

Therefore an inference can be drawn the Union which has espoused the present dispute challenging the action of the Administration of C.P.W.D. in terminating the service of 58 Contractual workmen without following the Sec. 25 (F) of the I.D. Act has either settled the dispute with the employer CPWD or it has no more grievance against C.P.W.D. over the issue under reference.

However, the Central Govt. Ministry of Labour vide order No. L-42011/363/2022-IR(DU) dated 19.12.2022 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of CPWD in terminating the service of 58 Nos. of contractual workers (as per Annexure) without following the section 25(F) of the Industrial Disputes Act, 1947 is proper, legal and justified? If not, what relief the workmen are entitled to?”

But in the record except reference order there is nothing to adjudicate the above issue.

In view of the above, Reference case No. 01/2023 is disposed of and No Dispute Award is passed accordingly.

Justice K.D. BHUTIA, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1461.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत सरकार टकसाल, कलकत्ता, के प्रबंधतंत्र के संबद्ध नियोजकों और कामगार / संघ, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- कोलकाता पंचाट (संदर्भ संख्या 49 OF 1999) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल -16011/7/99-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th September, 2023

**S.O. 1461.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 49 OF 1999) of the **Central Government Industrial Tribunal cum Labour Court – Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, India Govt. Mint, Calcutta, and The Worker /Union**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-16011/7/99-IR (DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Present: Justice K. D. Bhutia, Presiding Officer.****REF. NO. 49 OF 1999****Parties: Employers in relation to the management of****India Government Mint****AND****Their Workmen**

Appearance:

On behalf of India Govt. Mint: Mr. Hemanta Kumar Das, Advocate.

On behalf of the Union/Workman: Mr. Saibal Mukherjee, Advocate.

**Dated: 31st July, 2023****AWARD**

By order No. L-16011/7/99/IR (DU) dated 29-10-1999, the Central Govt., Ministry of Labour, in exercise of the power conferred under sub section 1(d) and 2(A) of section 10 of the Industrial Dispute Act referred the following dispute to this Tribunal for adjudication :-

“Whether the action of the management of Govt. Of India Mint, Alipur, Calcutta in adopting the policy of payment of overtime at double of rates to be calculated on the basis of the emoluments whose basic pay does not exceed Rs.6,800/- and at a single of the rate to be calculated on the basis of their basic pay is legal and justified? If not, to what relief the concerned workmen are entitled?”

The facts giving rise to the instant reference in gist is that the Union has raised the present dispute in respect of the following categories of the employees namely (1) Engineer/ Melter, (2) Engineer /Melter( Selection Grade), (3) Chargemen, (4) Assistant Assay Superintendent and (5) Assistant Engineer/ Assistant Melter, against the arbitrary manner of fixation of the ceiling limit on basic pay for drawl of overtime allowance by the management.

It has been alleged those categories of alleged workmen were paid lesser amount of extra wages by way of over time allowances to which they are entitled to under section 59 of the Factories Act, 1948 for working in a factory as workers. Indian Government Mint is factory in view of the Factories Act, 1948.

The management classified those five categories of workmen in two categories:-

- (1) Workmen up to basic pay of Rs.2,200/- and
- (2) Workmen above basic pay of Rs.2,200/-.

The workmen up to the basic pay of Rs.2,200/- were paid over time allowances for working up to 48 hours in any week, at their ordinary rate of wages calculated on the basis of their total emolument and for working more than 48 hours in any week they were paid extra wages for over time at the rate of twice their ordinary rate of wages and calculated on the basis of their total emoluments.

On the other hand the workmen drawing basic pay above Rs.2,200/- were paid over time for working both up to 48 hours and above 48 hours in any week they were paid extra wages for over time at their ordinary rate of basic pay or basic wages only.

Thus, the authority of Mint has created two different rates for over time allowance for doing same nature of job between workmen having basic pay up to Rs.2,200/- and workmen having basic pay above Rs.2,200/-. Further, it has been alleged the management has created artificial classification in respect of payment of over time allowance among the same class of workmen doing similar job by fixing ceiling limit on basic wages, which is arbitrary, illegal and unjust.

It has been contended, in the year 1997 recommendation of 5<sup>th</sup> Central Pay Commission was published. The Commission at para 66.42 made following recommendation:

“That workers and officers in the Mints and Security, Presses should be required to regularly observed long, extended working hours is not conducive to efficiency and of healthy management practice. This is also likely to affect adversely the physical and mental health of the workers. The department should, therefore, consider the introduction of the shifting system in the Mints and Security, Presses by appropriately augmenting the man power, resources after examining the economics thereof in relation to the present arrangement, which in our view would be



appeared to be satisfactory. Uniform policy of payment of over time allowance in all the establishments should be followed to eliminate such disparities as exists at present. In any event the payment of the special allowance to the Gazetted Officer should be discontinued and allowances in respect of the ministerial staff should be regulated in terms of the general orders of the Finance Ministries. “

In para 66.34 Commission has made further recommendation regarding working hours in all the India Govt. Mints and observed:-

“In the light of the foregoing detailed discussion we do not find preponderant reasons to working hours only in the three Mints at Calcutta, Hyderabad and Mumbai. This would also be discriminatory contradictory to the basic principle of equal for equal work. It is our considered view that 44 hours week should be strictly enforced in these three Mints. The substantial improvement in the scale of pay and other benefits that we have recommended would be applicable in the case of the Mint employees only if the working hours are increased to 44 hours per week.”

In view of the recommendation of the 5<sup>th</sup> Pay Commission the management of the India Govt. Mint, Calcutta re-fixed the said earlier ceiling point in the basic pay from Rs.2,200/- to Rs.6,800/- was made in the month of August, 1997 with retrospective effect from 01-01-1996, but the management of the Mint failed to change its policy with regard to payment of over time allowance towards the alleged workmen drawing basic less than Rs.6,800/- and thus drawing more than Rs.6,800/- and continued to pay over time allowance at the rate double of the basic pay to those drawing basic below Rs.6,800/- and thus drawing more than Rs.6,800/- is allowed to draw over time allowance at their ordinary rate of basic pay for working for more than 48 hours.

The dispute was referred to the Regional Labour Commissioner, Central but who submitted failure report, hence this present reference.

The management in its written statement have alleged that all five categories of workmen who have raised present dispute are not workmen in terms of section 2(s) of Industrial Dispute Act, 1947. It has also alleged those five categories of employees of Calcutta Mint are Government servants. The proper forum to raise the dispute is the Central Administrative Tribunal.

Calcutta Mint renders a public utility service and is neither a factory nor an industry. Therefore, it is prayed for dismissal of the reference.

The Union in support of its claim and case has examined Sri Ganesh Chandra Mondal, an Engineer and Executive Member of the Union as W.W. 1. The record shows the union has produced total 26 documents and out of which six documents have been proved by W.W. No.1 at the time of his examination as a witness and remaining documents have been marked as Exhibit-7 to 26 on formal proof being dispensed with vide order dated 06-05-2015.

On the other hand, the management has examined Sri Naween Kumar, Deputy Manager (HR) as M.W. 1 and 14 documents filed from the side of the management have been marked as Exhibit-M-1 to M-14 on formal proof being dispensed with vide order dated 04-04-2016.

The issue whether employees working as a Supervisor at the Security Printing and Minting Corpn. Of India, under Ministry of Finance were entitled to double overtime allowances as per section 59 (1) of the Factories Act, has come up for consideration before the Hon'ble Supreme Court in The Security Printing and Minting Corporation of India Ltd. –vs- Vijay.D. Kasbe, 2023 SCC Online SC 439 dated 18-04-2023.

In the above judgment, the Hon'ble Supreme Court has been pleased to discuss the history of Security Printing and Minting Corporation of India, and it was noted, till the year 2005, the Ministry of Finance, Govt. of India had nine production units namely, 4 India Govt. Mints at Mumbai, Calcutta, Hyderabad and Noida, 2 Currency Note Presses at Dewas and Nashik, 2 Security Printing Presses at Nashik and Hyderabad and 1 Security Paper Mill at Narmada Puram under its control.

In the year 2006, a wholly owned company under the name and style of “Security Printing and Minting Corporation of India” was incorporated on 31-01-2006, for the purpose of taking over the management, control, maintenance and operations of those nine production units which were formerly under the Currency and Coinage Division of the Department of Economic Affairs, Ministry of Finance, Govt. of India. The transfer was actually took place w.e.f. 10-02-2006.

Further it has been held that there are three different categories of employment in the country:-

1. Employment which is statutorily protected under Labour Welfare Legislations, so as to prevent exploitation and unfair labour practices,
2. Employment which falls outside the purview of the Labour Welfare Legislations and hence, governed solely by the terms of the contract and
3. Employment of persons to civil posts or in civil services of the Union or the State.

Any court or Tribunal adjudicating a dispute relating to conditions of service of an employee, should keep in mind the different parameters applicable to these three different categories of employment and draw distinction between person in government service and that in private service and the effect of the statutory rules upon the condition of their service and liability to work for extra hours. The appointment either to a civil post or in the civil services of the Union or the State is one of a status. It is not an employment governed strictly by contract of service or solely by Labour Welfare Legislations, but by statute or statutory rules issued under Article 309 of the Constitution.

The persons who are not holders of civil posts nor in the civil services of the State but who are governed only by the 1948 Act, may be made to work for six days in a week under certain limitation as to weekly hours under section 51, weekly holidays under section 52, daily hours under section 54 etc. Workers covered by the Factories Act do not enjoy the benefit of automatic wage revision through periodic pay commission like those in Govt. service. Persons holding civil posts or in the civil services of the State enjoy certain privileges.

Thus, Hon'ble Supreme Court held Supervisors working at the Security Printing and Minting Corporation of India Ltd. are in government service and not a workmen employed in factories and industrial establishment. Persons in public service who are holders of civil posts or in the civil services of the union or State are required to place themselves at the disposal of the government all the times in accordance with Rule 11 of the Fundamental Rules and Supplementary Rule and not entitled to seek payment of double overtime allowance as they were Central Government employees till February, 2006 i.e before incorporation of Security Printing and Minting Corporation of India. That no benefit could be claimed by government servants dehere the statutory rules.

From the said judgment it appears that Supervisors, Works Engineer, Section Officer etc., in the Currency Note Press, Nashik had filed Writ Petition No. 3150 of 1998 before the High Court of Judicature at Bombay, claiming over time allowance. The said writ petition was transferred to Central Administrative Tribunal for adjudication. In the present case the employees of Government of India Mint, Calcutta holding the post of Engineer, Engineer Selection Grade, Charge men, Assistant Assay Superintendent and Assistant Engineer have raised the present dispute claiming double over time allowances or over time allowances at the rate twice the rate of their ordinary rates of wages and fixation of ceiling either at Rs.2,200/- or at Rs.6,800/- to be illegal and for arrears.

Since the Hon'ble Supreme Court in the aforesaid discussed judgment has been pleased to hold the persons working in Government of India Mint to be public servants or holder of civil posts and whose salary is subjected to revision as per Central Govt. Pay Commission are not the workers governed by Factories Act, 1948 but governed by the Central Government Service Rules. Unless otherwise distinctly provided, the whole time of a Government servant is at the disposal of the government which pays him, and he may be employed in any manner required by proper authority, without any claim for additional remuneration, whether the services are required of him are such as would ordinarily be remunerated from general revenues, from a local fund or from the fund of a body incorporated or not, which is wholly or substantially owned by the government.

In view of the above, the present reference espoused by the Union in respect of a section of employees of Government of India Mint, Calcutta is not maintainable in this Industrial Tribunal. They being the employees of the Central Government and they should have raised the dispute in respect of their service conditions before a Central Administrative Tribunal. That apart they being government servants they are not entitled to claim double over time allowances being employee drawing basic pay above Rs.2,200/- or Rs.6,800/-.

Therefore, this Tribunal holds the demand of overtime raised by the Union on behalf of the five categories of employees working in Government of India Mint, Calcutta is not justified and not maintainable. Reference Case No. 49 of 1999 is dismissed and award to that effect is passed accordingly.

K. D. BHUTAI, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1462.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, भारत सरकार टकसाल, कलकत्ता, के प्रबंधतंत्र के संबद्ध नियोजकों और कामगार / संघ, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- कोलकाता पंचाट (संदर्भ संख्या 2 of 2000, Arising out of Ref. No.49 of 1999) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल -42025-07-2023-182-आईआर(डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 13th September, 2023

**S.O. 1462.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 2 of 2000, Arising out of Ref. No. 2 of 2000, Arising out of Ref. No. 49 of 1999) of the **Central Government Industrial Tribunal cum Labour Court – Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, India Govt. Mint, Calcutta, and The Worker /Union**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-42025-07-2023-182-IR (DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

**Present: Justice K. D. Bhutia, Presiding Officer.**

**Misc. Application No. 2 of 2000**

**Arising out of Ref. No.49 of 1999**

**Parties:** Employers in relation to the management of

**General Manager, India Govt. Mint, Calcutta**

**AND**

**Their Workmen/Union**

Appearance:

On behalf of the Management: Advocate Hemanta Kumar Das

On behalf of the Workmen: Authorised Representative

**Dated: 31<sup>st</sup> July, 2023**

**AWARD**

Union has filed the present application under section 33 of the Industrial Dispute Act against the management of India Govt. Mint, Calcutta challenging the order No. 52 of 2000 dated 27-06-2000 issued on the basis of Govt. Of India, Ministry of Finance, Department of Economic Affairs letter No.3/10/99-cyl/SPP dated 11-04-2000 and 09-06-2000.

It has been alleged that India Govt. Mint is a factory within the meaning of the Factories Act, 1948. The workers in the said Mint worked for more than 9 hours in any day or more than 48 hours in any week and as such they are entitled to wages at the rate twice their ordinary rate of wages in respect of overtime work in terms of provision of section 59 of the Factories Act, 1948.

From time to time the management fixed upper pay limit beyond over time allowance is not made admissible to non-industrial staff. Such upper limit was fixed at Rs.750/- by Govt. Order dated 01-05-1974 and as such non-industrial staff drawing more than Rs.750/- basic pay was not entitled to draw over time allowance. Later the ceiling limit was fixed at Rs.2,200/- as the basic pay of Rs.750/- was revised at Rs.2,200/-. Subsequently, on revision of the pay the basic pay of Rs.2,200/- was fixed at Rs.6,800/-.

Aggrieved by the fixation of the ceiling limit at Rs.2,200/- or drawl of the overtime allowance the workmen represented by the Union raised a dispute which has been referred to this Industrial Tribunal by the Central Govt., Ministry of Labour and Employment vide order No.L-16011/7/99/IR (DU) dated 29-10-1999. It has been alleged normally working hours in Govt. Mint was originally 37 hours till 26<sup>th</sup> May, 1998. Then the working hour was enhanced to 44 hours per week w.e.f. 27-05-1998 by issuing a notice under section 9A of the I.D. Act by the management of the Mint.

Challenging the notice under section 9A of the I.D. Act Union filed a writ petition No. 9523(W) of 1988. Against such writ petition appeal being No. MWA-466 of 1992 was filed before the Division Bench of the Hon'ble High Court at Calcutta but the union withdrew the appeal on 13-05-1998.

Consequently, the working hours in any Govt. Mint was fixed at 44 hours per week. The arrear of over time allowance was paid to the workers who worked for more than 37.5 hours per week. The over time allowances were twice the ordinary rate of wages in some cases to workers having less than basic pay of Rs.2,200/- but same was denied to the workers having basic pay above Rs.2,200/-.

Subsequently, management issued an order no. 44 of 1998 dated 04-06-1998 vide which working hours in the Govt. Mint was enhanced from 48 hours per week to 54 hours per week. By issuing order no.52 of 2000 dated 27-06-2000 the management has stopped payment of over time allowance to those member of the complainant union whose basic pay is above Rs.2,200/- corresponding to Rs.6,800/- revised pay. It has been alleged such order has been issued by the management during the pendency of the Reference Case no.49 of 1999. Thus, union has prayed for passing necessary order.

The Management in its written objection has alleged the Govt. Of India, Ministry of Finance has issued the order for stoppage of overtime allowance to those employees whose basic pay is above Rs.2,200/-, revised Rs.6,800/-. The Union who has filed the present case is representing the employees getting more than the basic pay of Rs.6,800/- or old unrevised basic pay of Rs.2,200/-. Therefore, they are entitled to get the benefit of overtime allowance. Thus it has prayed for rejection of the application under section 33A of the I.D.Act.

The record shows the Union to prove its case has examined Sri Ganesh Chandra Mondal. He proved 10 documents which have been marked as W-1 to W-10. On the other hand the management has examined Sri Ranjan Chowdhury and through him 12 documents have been exhibited and which have been marked as M-1 to M-12. The present case has arisen out of Reference Case no.49 of 1999 where the following issue was referred to this Tribunal for adjudication.

“Whether the action of the management of the Govt. of India Mint, Alipore, Calcutta in adopting the policy of payment of overtime at double of the rates to be calculated on the basis of the emoluments whose basic pay does not exceed Rs.6,800/- and at a single of the rate to be calculated on the basis of their basic pay is legal and justified? If not, what relief the concerned workmen are entitled?”

The said Reference case is dismissed today with the finding, the employees who have been raised the dispute has been disposed of in view of the decision of the Hon’ble Supreme Court passed in The Security Printing and Minting Corporation of India Ltd. –vs- Vijay.D. Kasbe, 2023 SCC Online SC 439 dated 18-04-2023 where similar issue as involved in the reference case No.49 of 1999 was in dispute. The Hon’ble Supreme Court in the above referred decision has been pleased to hold that the persons working in India Govt. Mint are not the workers as defined in the Factories Act, rather they are Govt. Employees whose salary is subjected to revision as per recommendations of the Pay Commission. They being the Govt. Employees they are not the workers governed by Factories Act, 1948 but governed by the Central Government Service Rules. Unless otherwise distinctly provided, the whole time of a Government servant is at the disposal of the government which pays him, and he may be employed in any manner required by proper authority, without any claim for additional remuneration, whether the services are required of him are such as would ordinarily be remunerated from general revenues, from a local fund or from the fund of a body incorporated or not, which is wholly or substantially owned by the government.

That apart, it is seen the Hon’ble Supreme Court has been pleased to pass the said judgment in respect of an appeal from the award that has been passed by the Central Administrative Tribunal. Further, in view of the decision of the Hon’ble High Court at Kerala, in the Director of Post, Postal Service vs- K.R.B. Kaimal & Anrs., reported in (1984) ILLJ 484 Ker delivered on 22-12-1983, the employees of the India Govt. Mint who are governed by service rules framed under Article 309 of the Constitution of India, cannot be termed as a workman under Industrial Dispute Act. Therefore, the present case is not maintainable in this Industrial Tribunal as the persons who have raised the industrial dispute are the employees of the Central Govt. governed by service rules framed under Article 309 of the Constitutions, their remedy lies before the Central Administrative Tribunal.

K. D. BHUTIA, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2023

**का.आ. 1463.**—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स फ्रंटलाइन (एनसीआर) बिजनेस सॉल्यूशन प्रा. लिमिटेड और अन्य, के प्रबंधन के संबद्ध नियोजकों और कामगार / संघ, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- कोलकाता पंचाट(संदर्भ संख्या 94 OF 2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 06.09.2023 को प्राप्त हुआ था।

[सं. एल -42011/159/2015-आईआर(डीयू)]

डी. के. हिमांशु, अवसर सचिव

New Delhi, the 13th September, 2023

**S.O. 1463.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 94 OF 2015) of the **Central Government Industrial Tribunal cum Labour Court – Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Frontline (NCR) Business Solution Pvt. Ltd. & Others , and The Worker /Union**, which was received along with soft copy of the award by the Central Government on 06.09.2023.

[No. L-42011/159/2015 (DU)]

D. K. HIMANSHU, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA**

**Present: Justice K. D. Bhutia, Presiding Officer.**

**REF. NO.94 OF 2015**

**Parties:** Employers in relation to the management of

**M/s Frontline (NCR) Business Solution Pvt. Ltd. & Others.**

**AND**

**Their Workmen**

Appearance:

On behalf of Management: M/s S&IB Pvt. Ltd. : Advocate

Sushil Kumar Karmakar

On behalf of the Workmen : None

**Dated 24<sup>th</sup> April, 2023**

**AWARD**

M/s Frontline (NCR) Business Solution Pvt. Ltd., M/s Chennai Network Infrastructure Ltd., Sri Ashis Doloi, General Secretary, Purva Midinipur, Zela Security Service and Allied Workers Union (CITU) and concerned workman Sri Arun Pramanik are found absent when the matter is called.

M/s S&IB Pvt. Ltd. is represented by Ld. Lawyer Sushil Karmakar.

Perused the record and from where it is seen that till date the Union and concerned workmen who have espoused the present dispute have failed to file their statement of claim.

The Govt. of India through Ministry of Labour in exercise of the powers conferred under Section 10 (1) (d) and Sub-Section 2A of the Industrial Dispute Act 1947 has referred the dispute.

1. Whether the action of management of M/s Frontline (NCR) Business Solutions, contractor of M/s Chennai Network Infrastructure Limited is justified by terminating the service of Shri Sk. Mohim is legal and justified? If not, what relief the workmen are entitled to?
2. Whether the present contractor M/s S&IB Services Pvt. Ltd. is justified by denying reinstatement u/s 25(H) of ID Act, 1947. If not, what relief the workman are entitled to?

For adjudication by this Tribunal vide Order No. L-42011/159/2015-IR (DU) dated 02.11.2015.

It is very unfortunate to note that even after lapse of 08 years, the Union and the workmen who have espoused the above dispute have failed to file of the claim statement.

Therefore, there is no materials in the record to decide or determine the above referred dispute.

That apart, none appears of the Union and workmen prove that they are not more interested to pursue with the present reference case.

In the above, no dispute award is passed accordingly. Consequently, the Reference Case No. 94/2015 is disposed of

Send copy of Award to the Ministry for doing the needful.

Justice K. D. BHUTIA, Presiding Officer